

GENERAL OVERVIEW

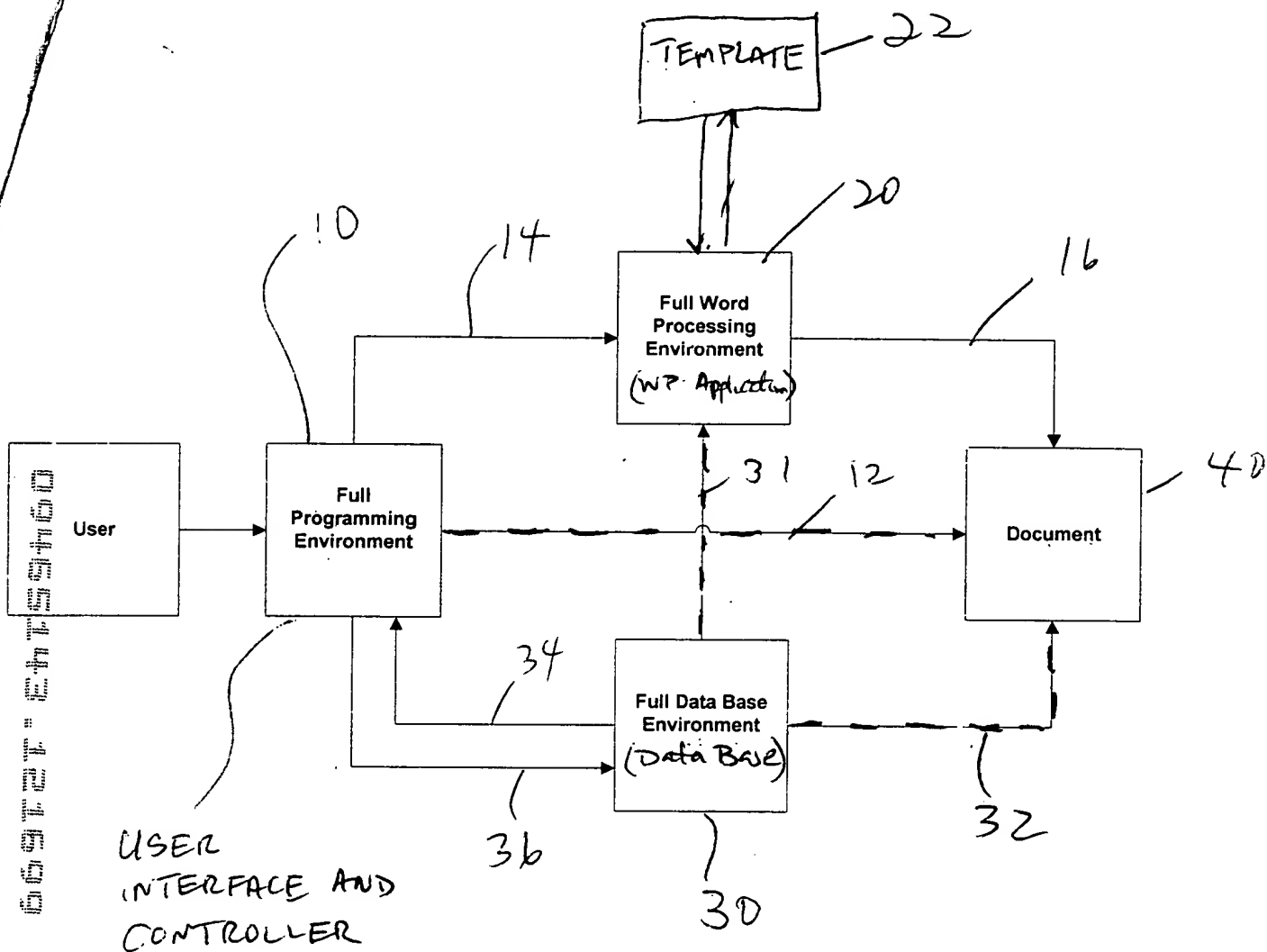


FIG 1

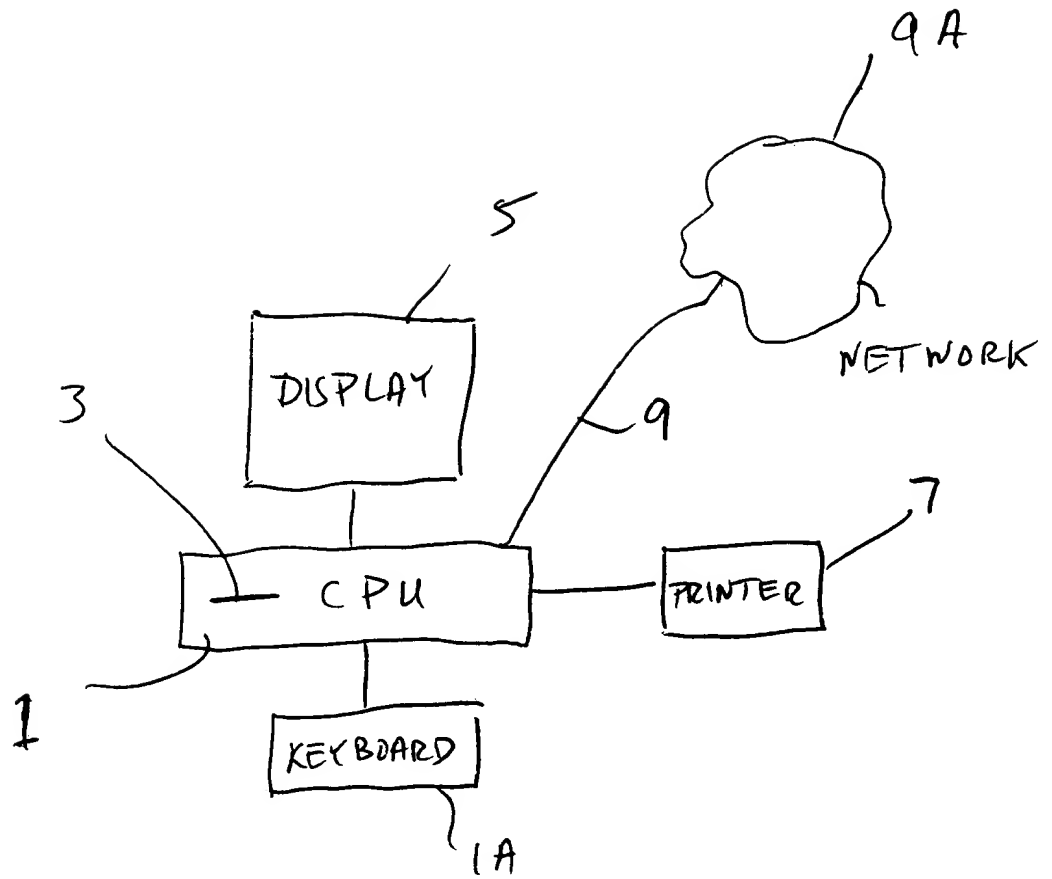
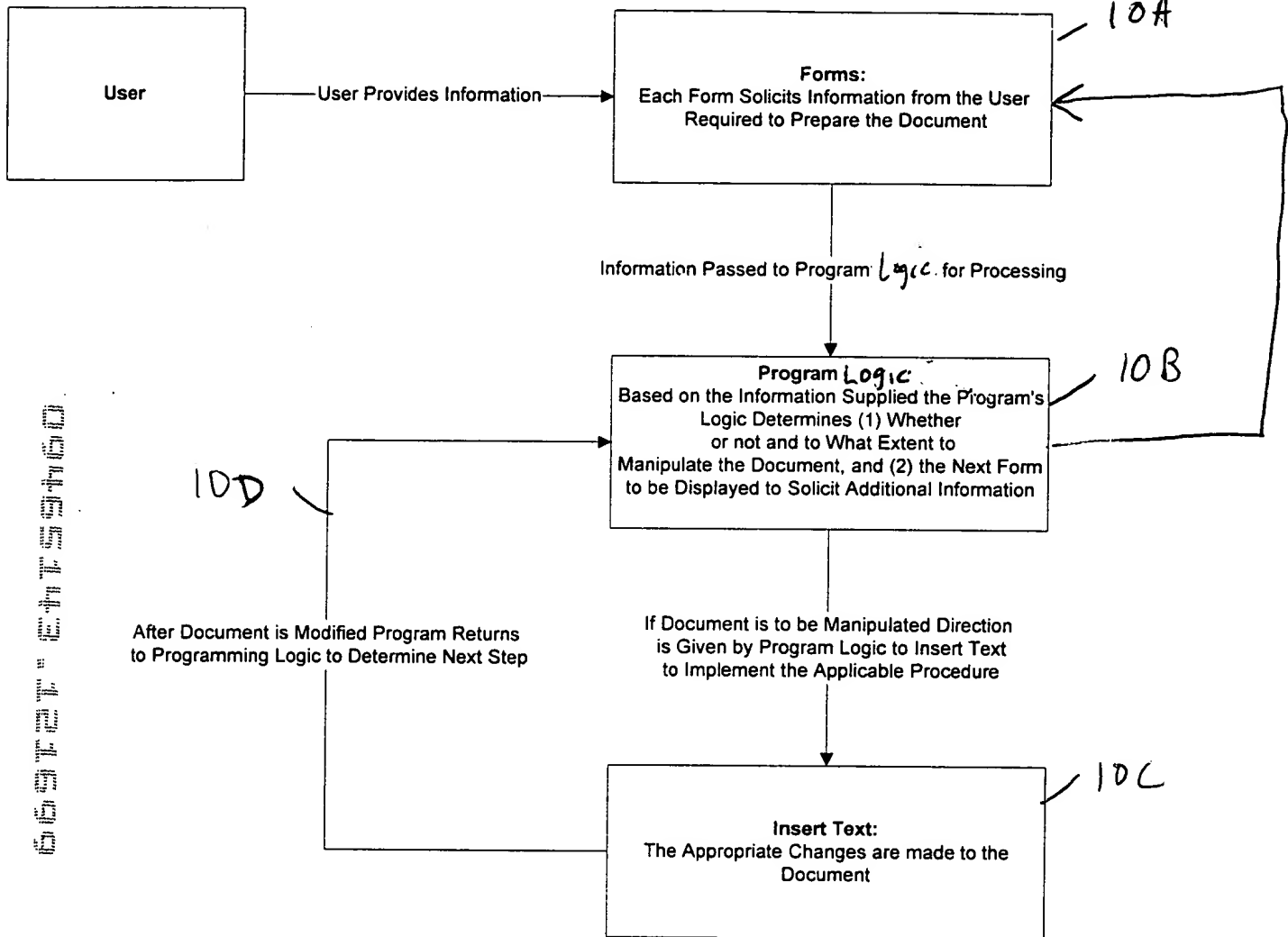


FIG 1A

FULL PROGRAMMING ENVIRONMENT (VISUAL BASIC)



659727-4

FIG 2

FORMS

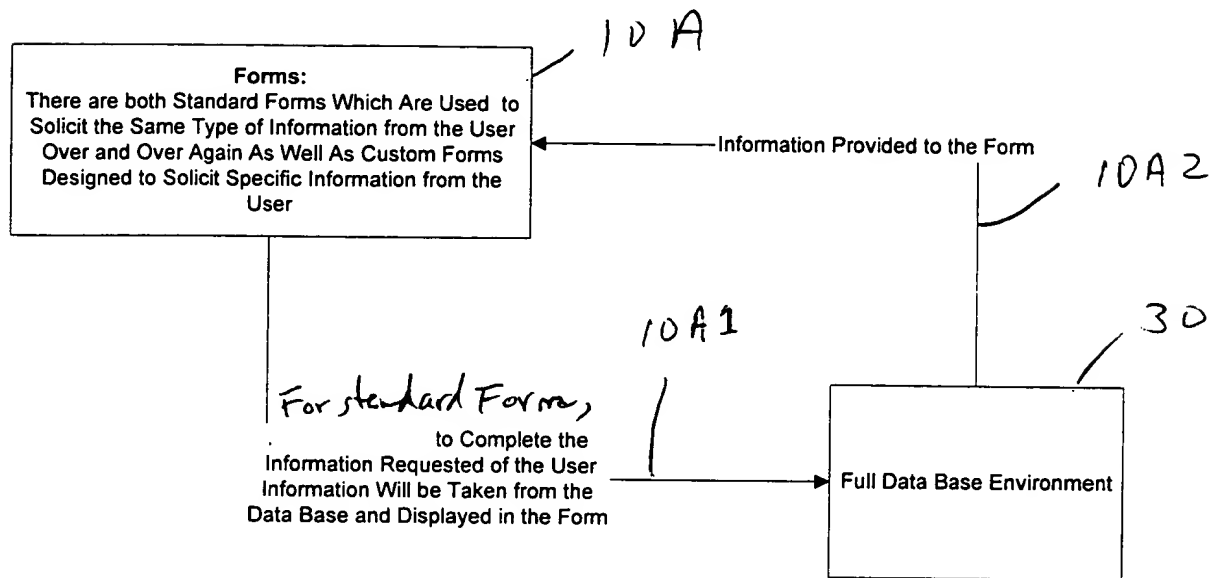


FIG 3

069727-1

INSERT TEXT

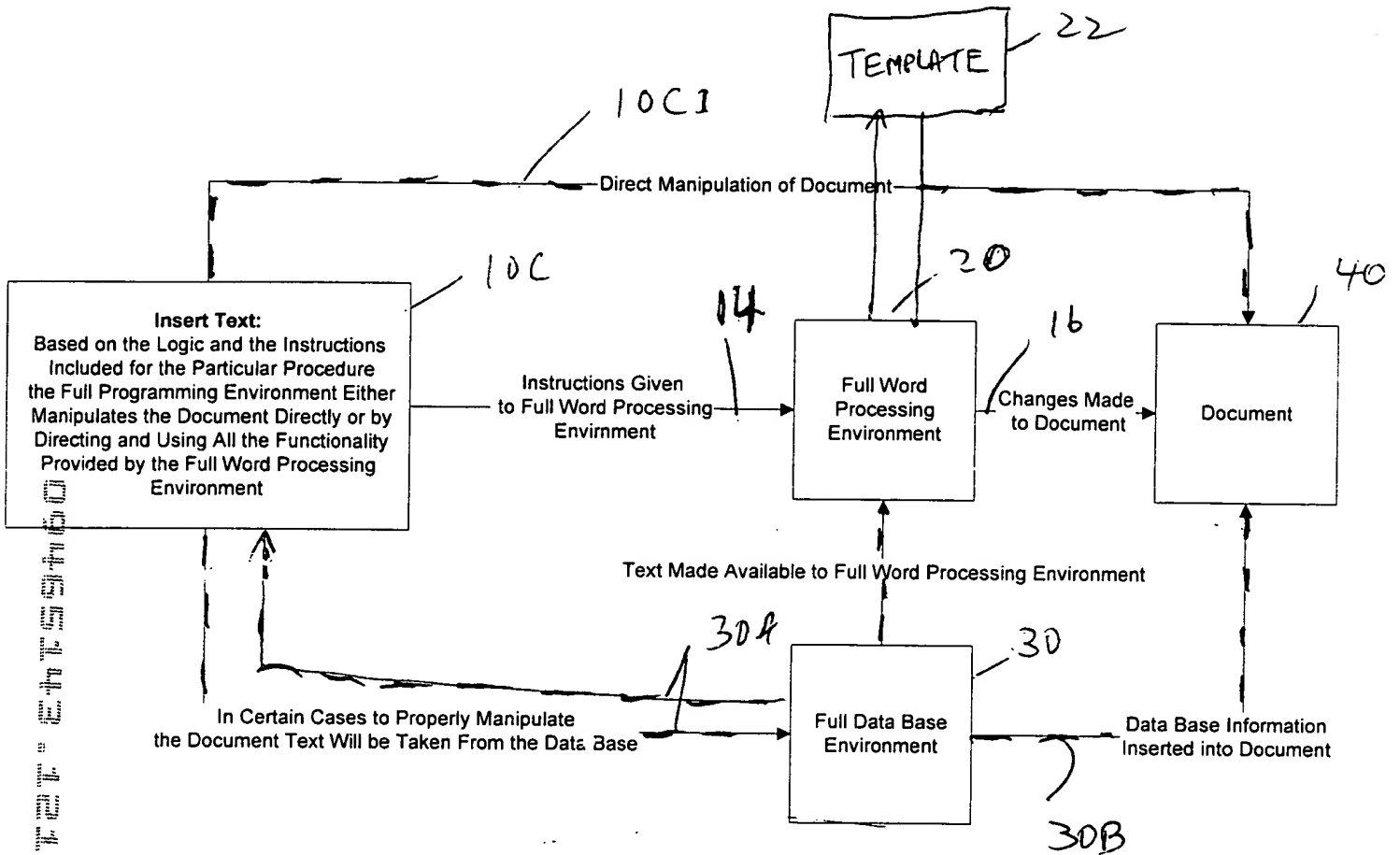
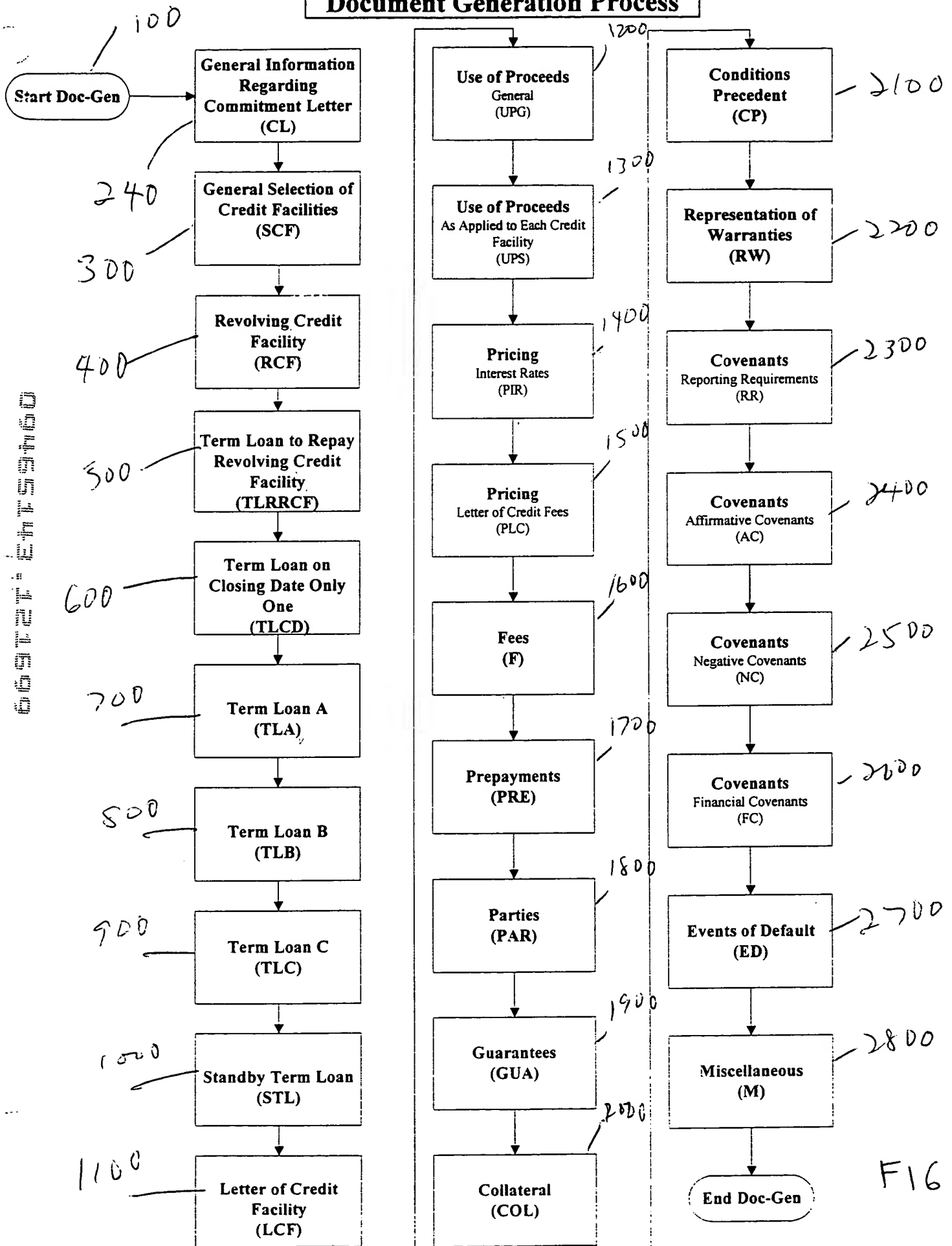


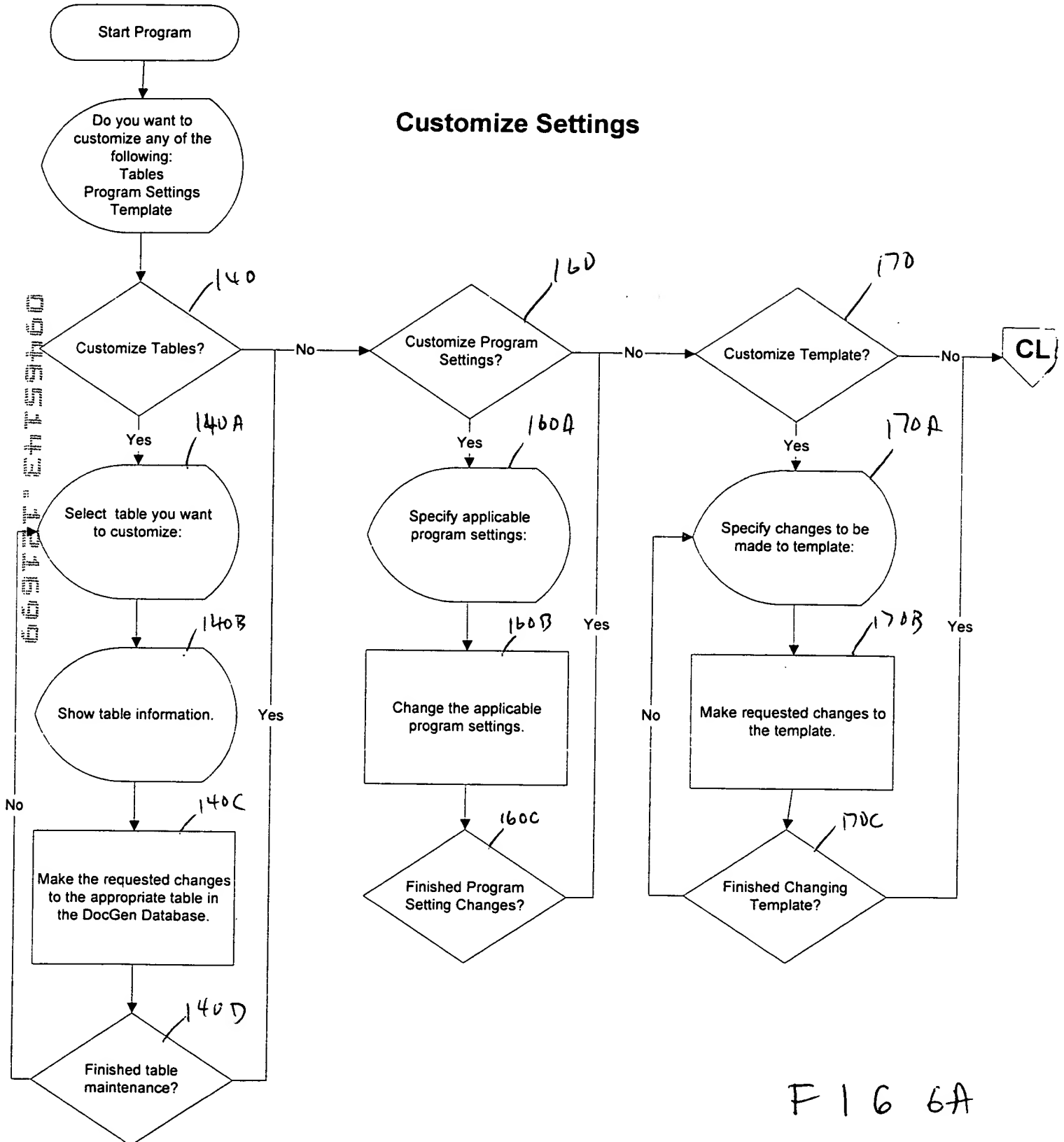
FIG 4

# Doc-Gen Commitment Letter Document Generation Process

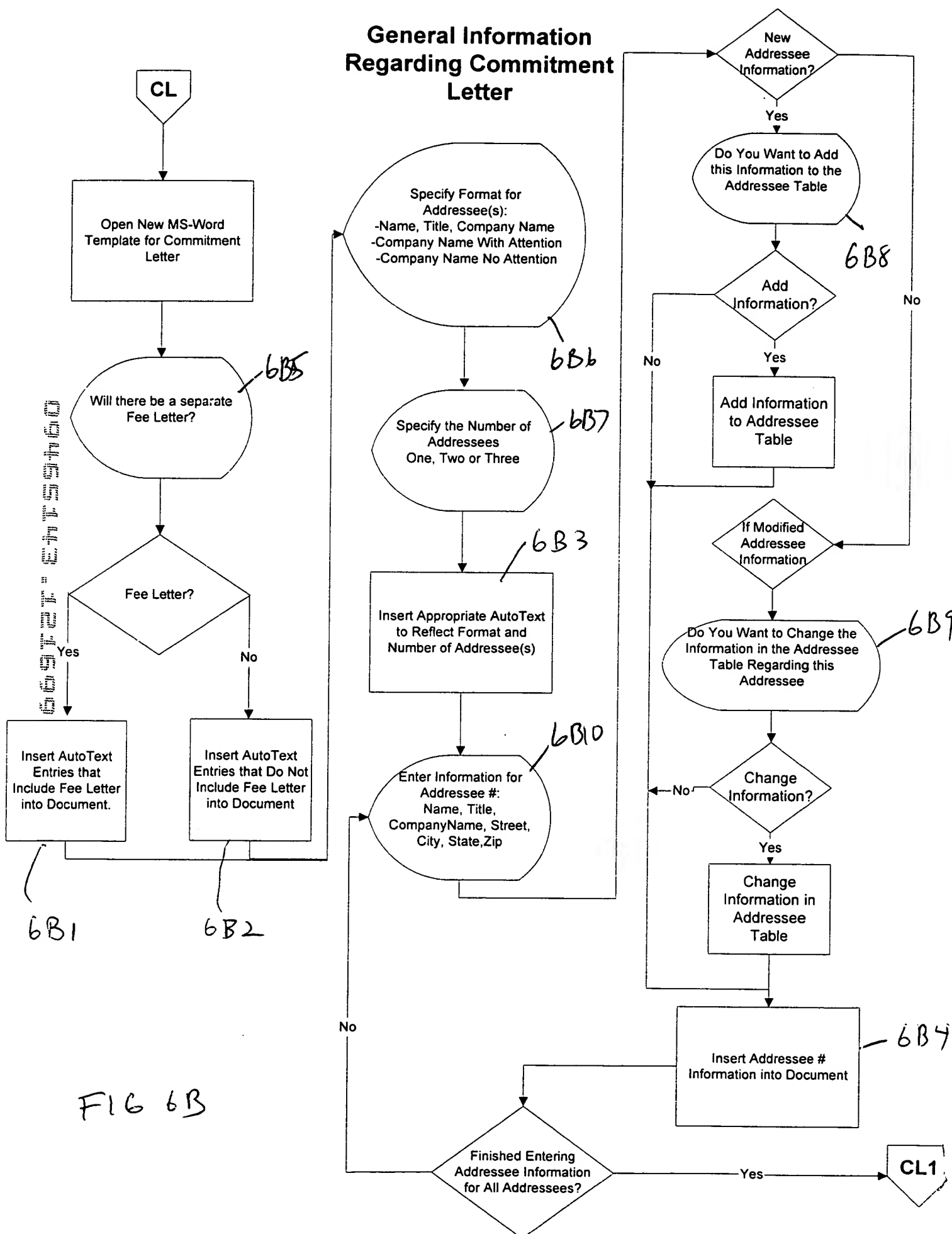


**DocGen Commitment Letter**  
**Programming Logic**

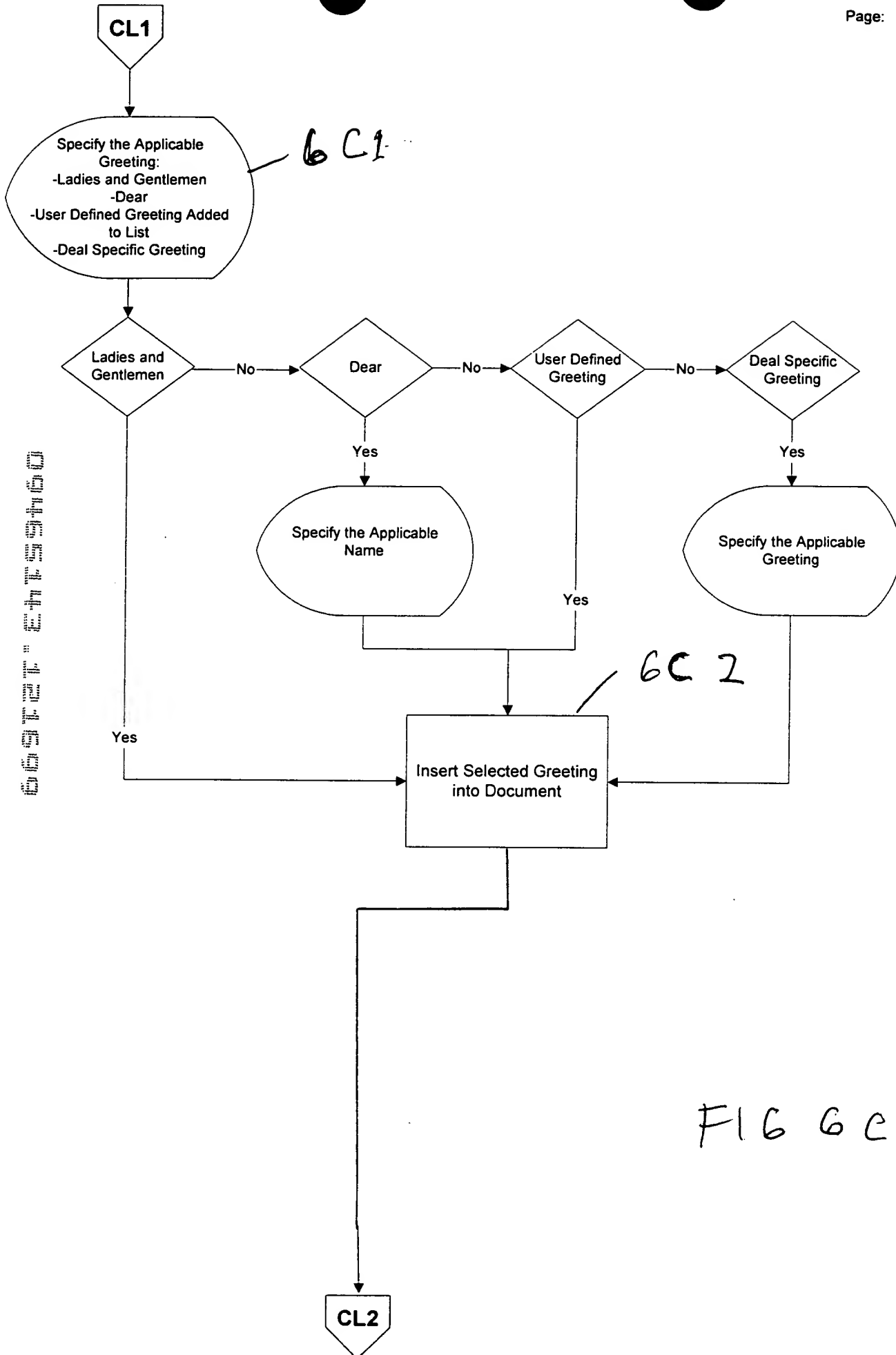
**Customize Settings**



## General Information Regarding Commitment Letter







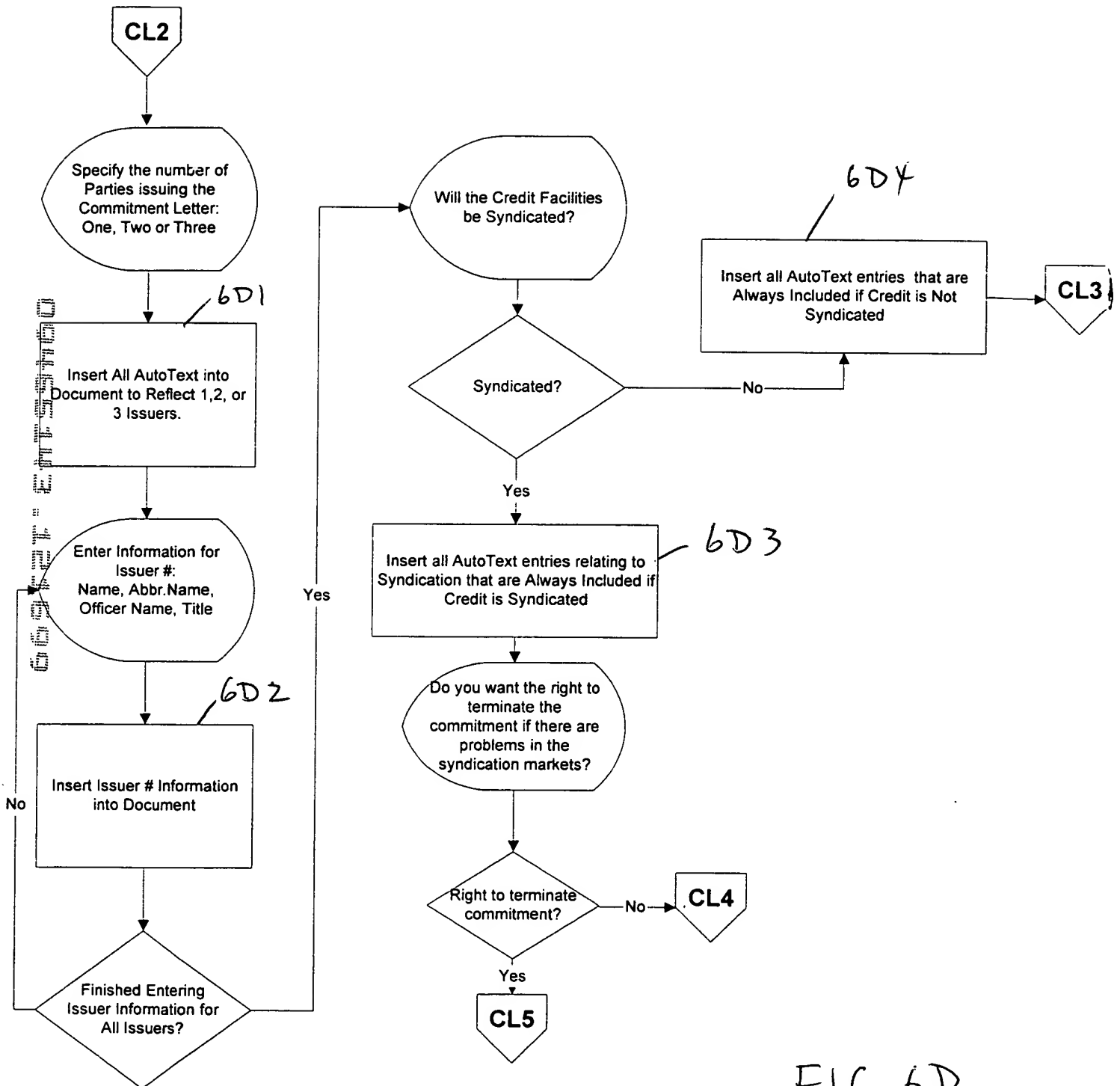


FIG 6D

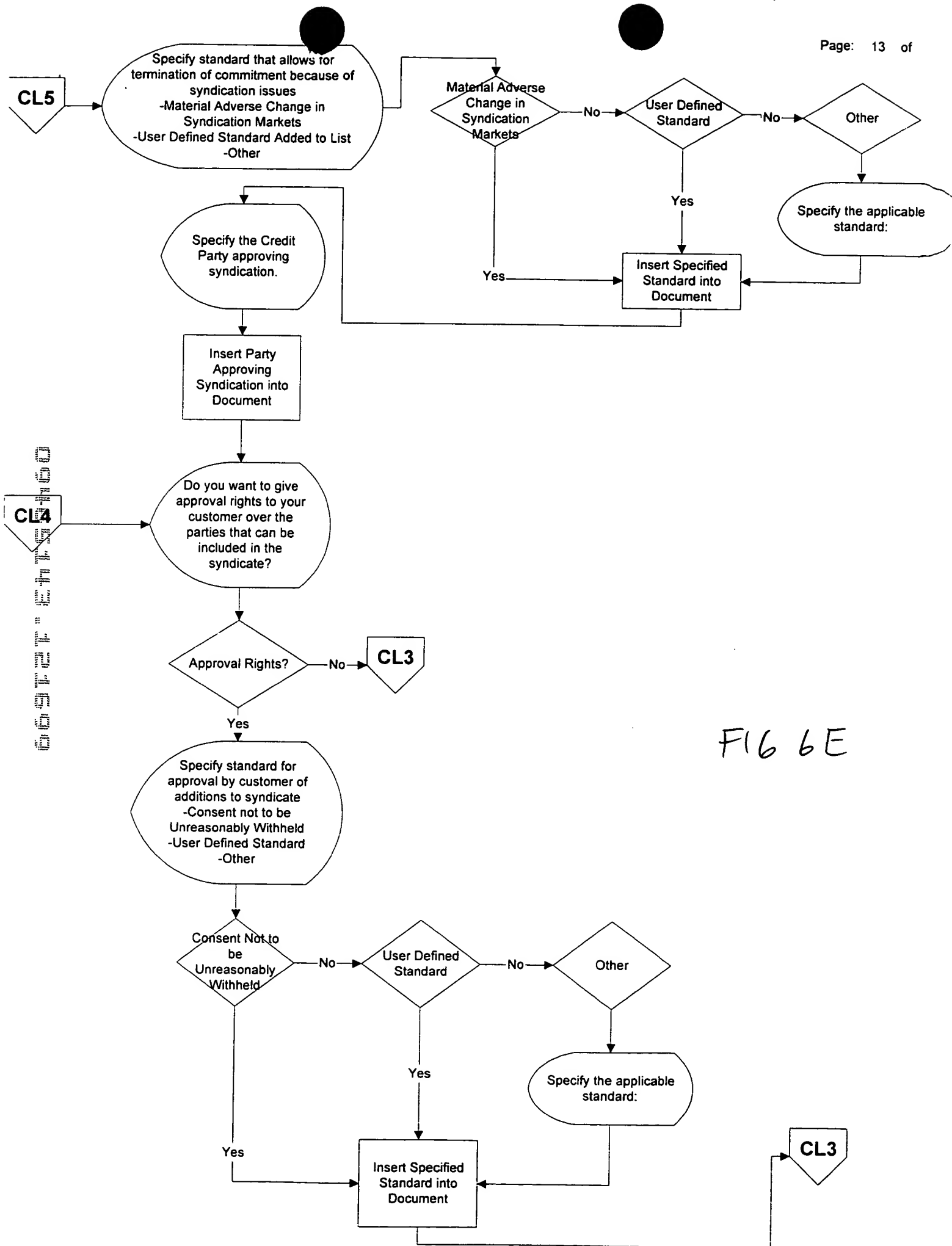


FIG 6E

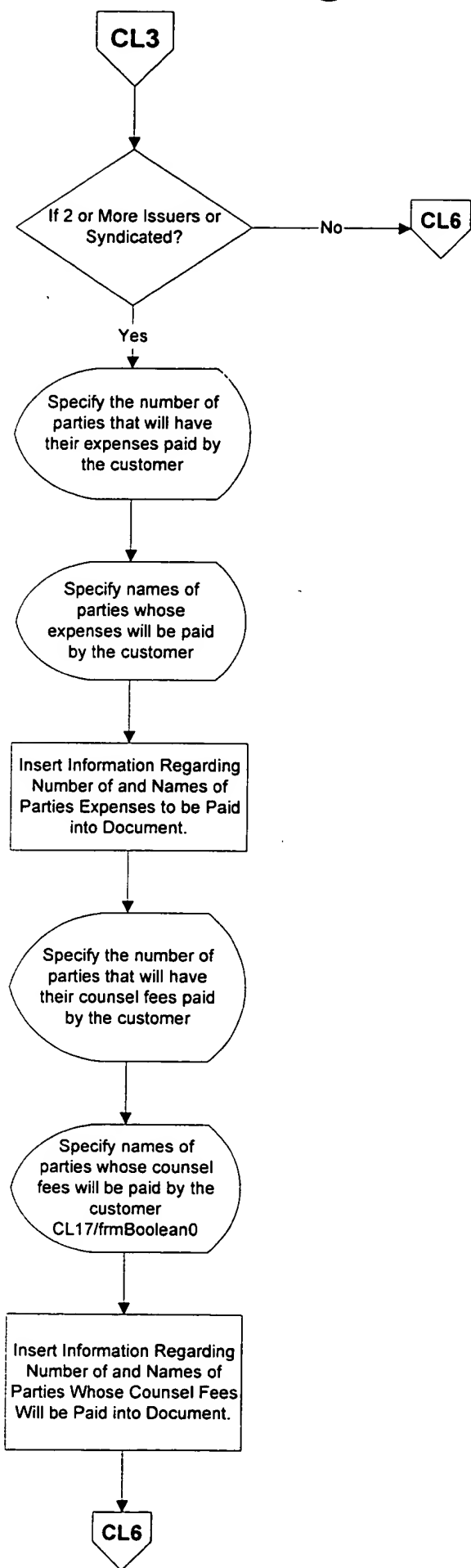


FIG 6F

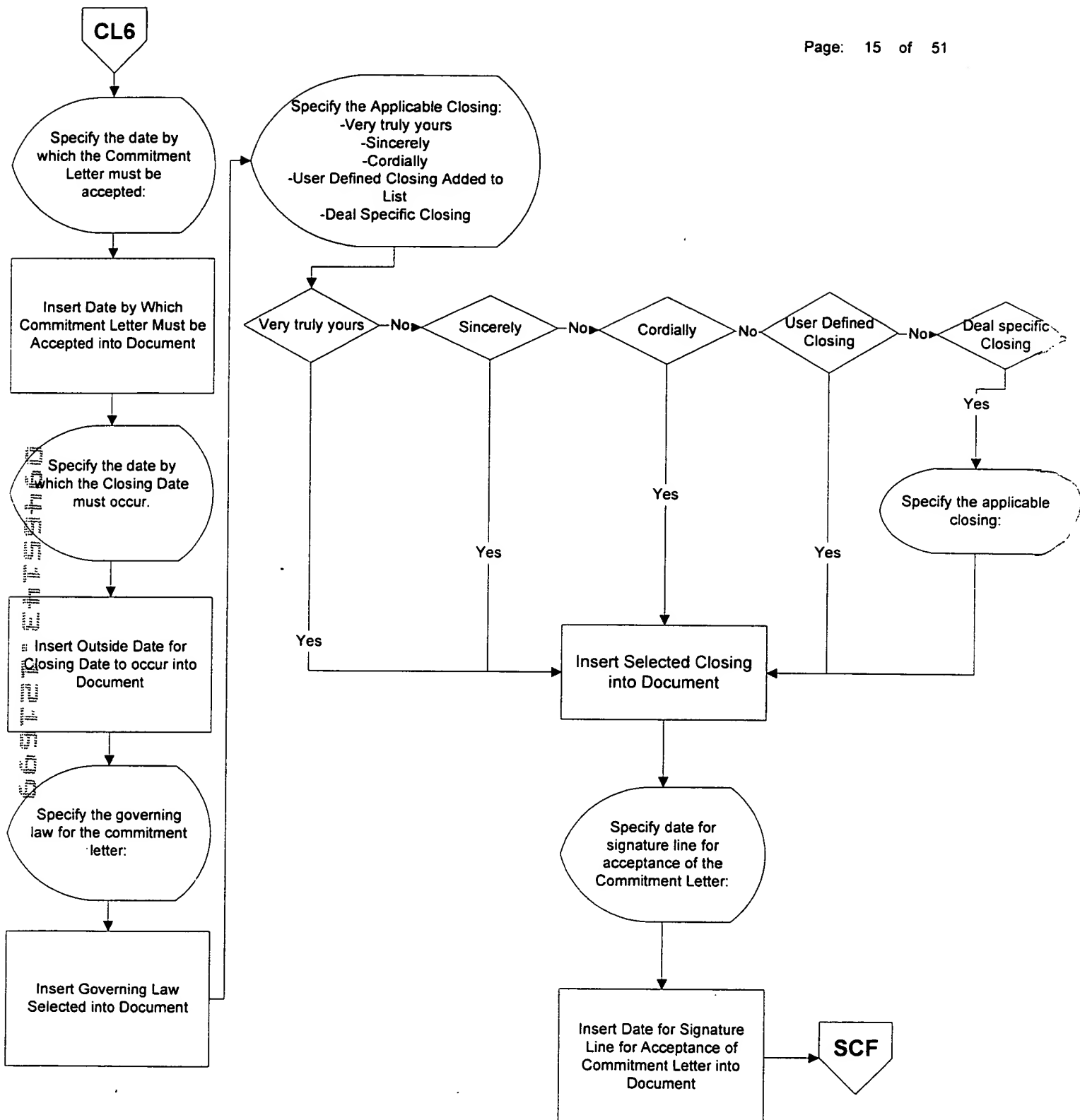


FIG 6G

## Selection of Credit Facilities

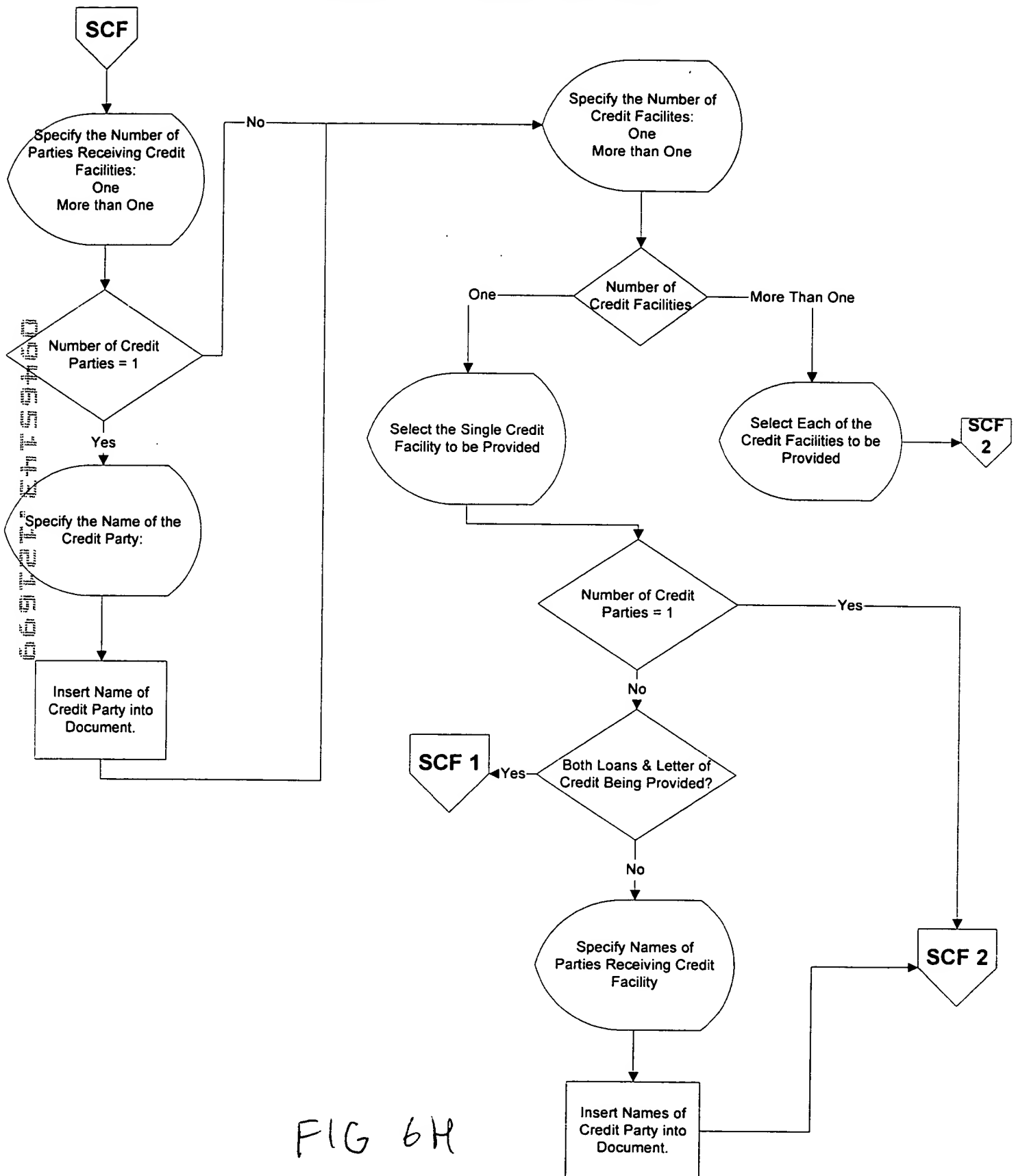
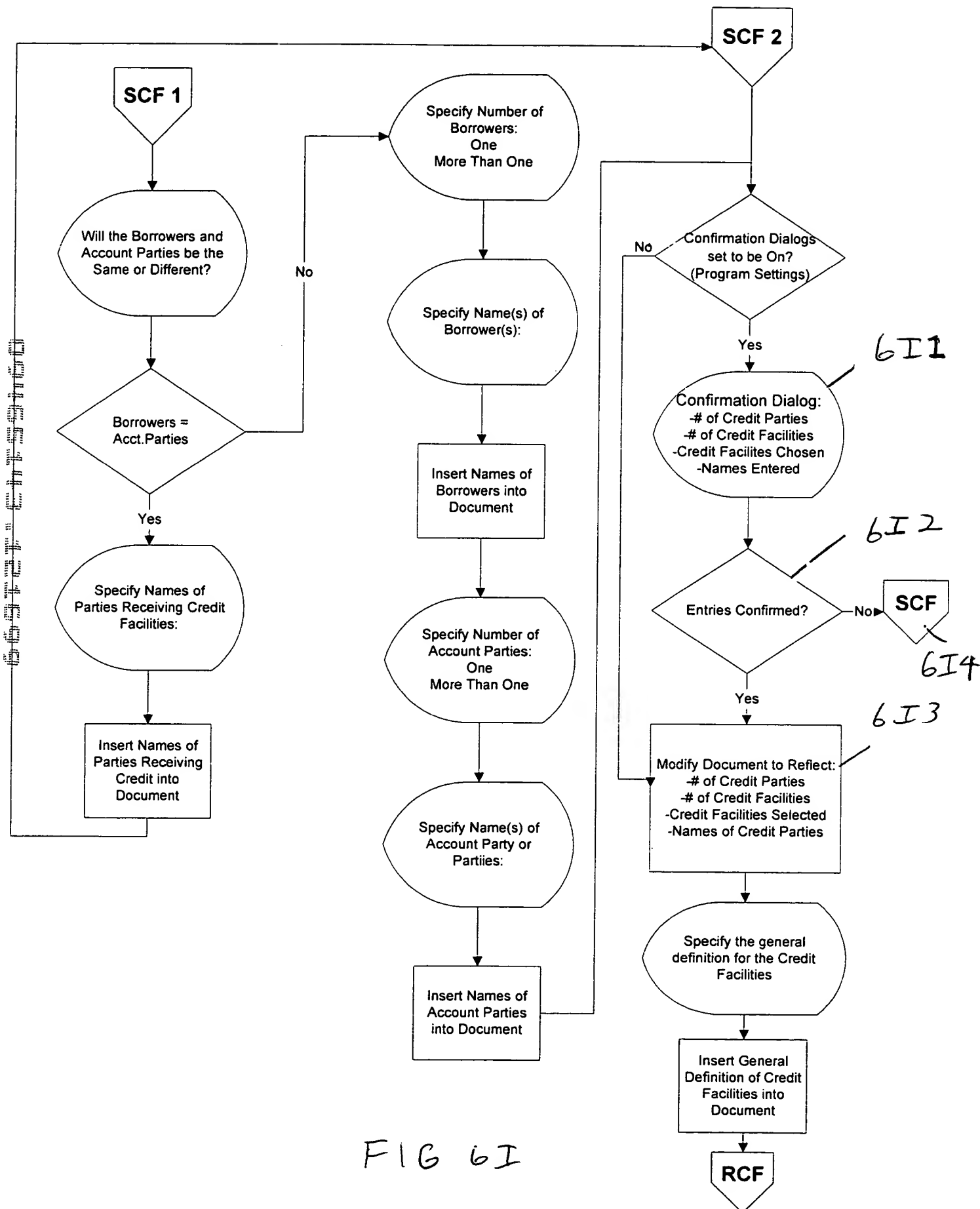
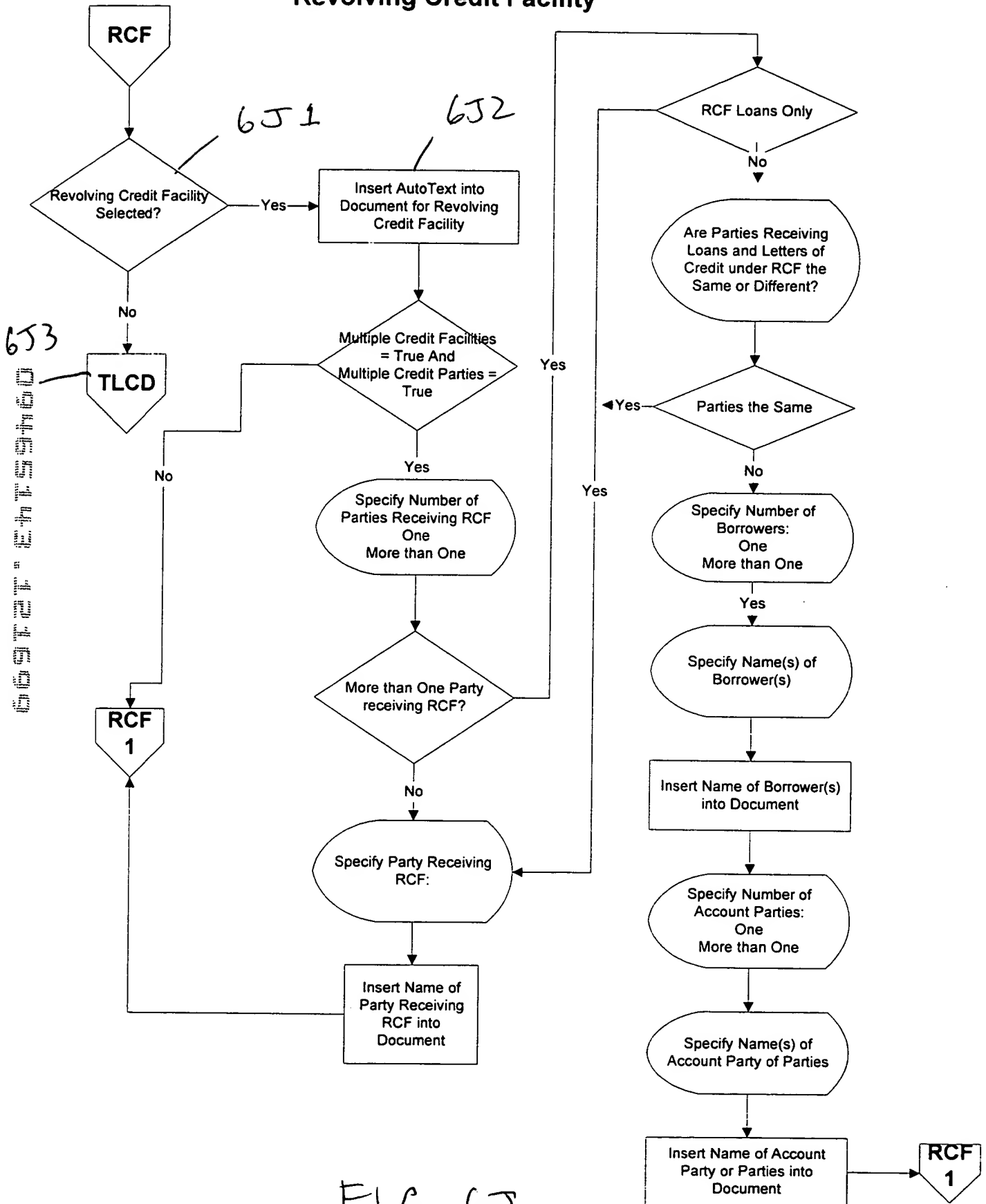


FIG 6H



# Revolving Credit Facility





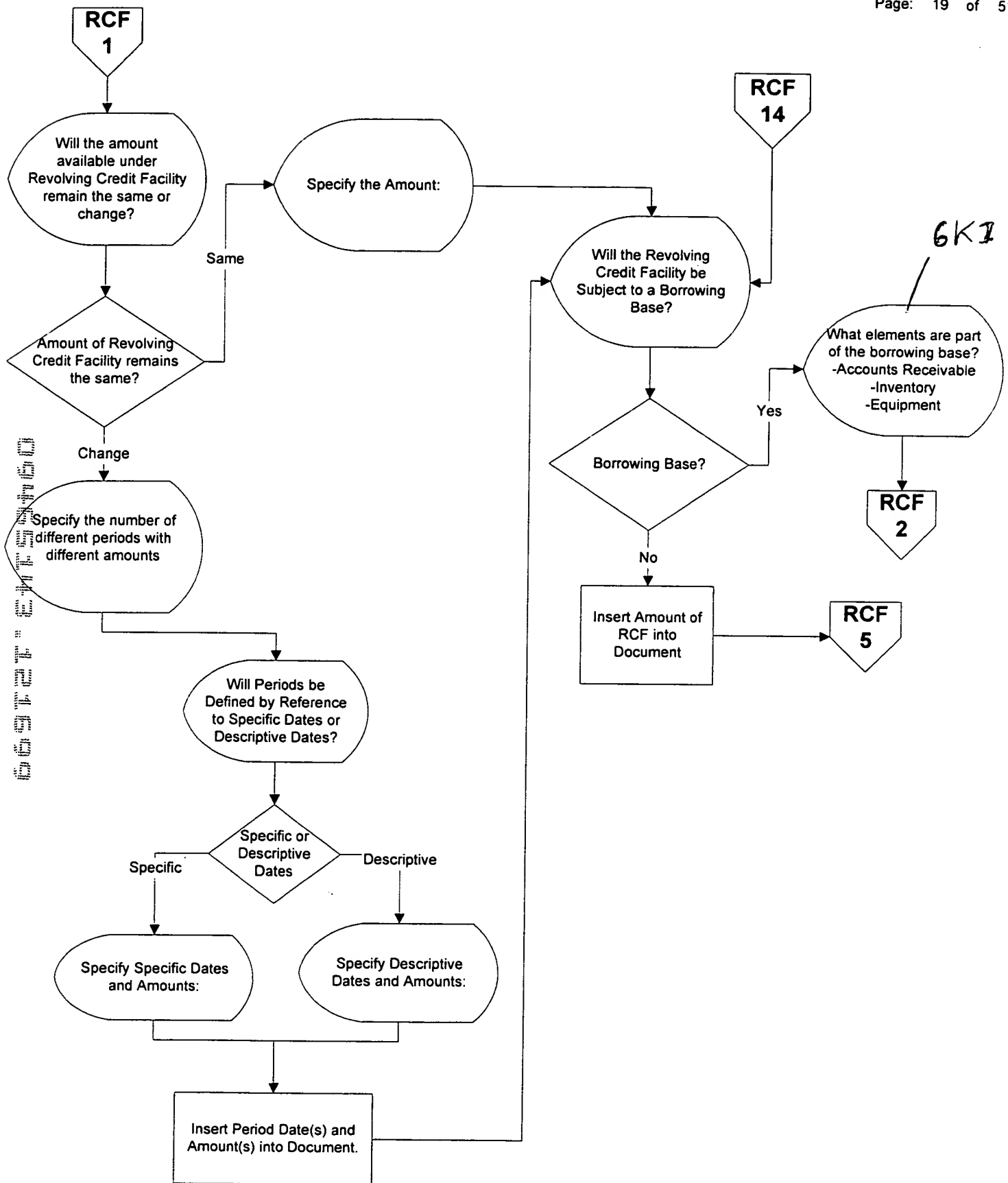


FIG 6K

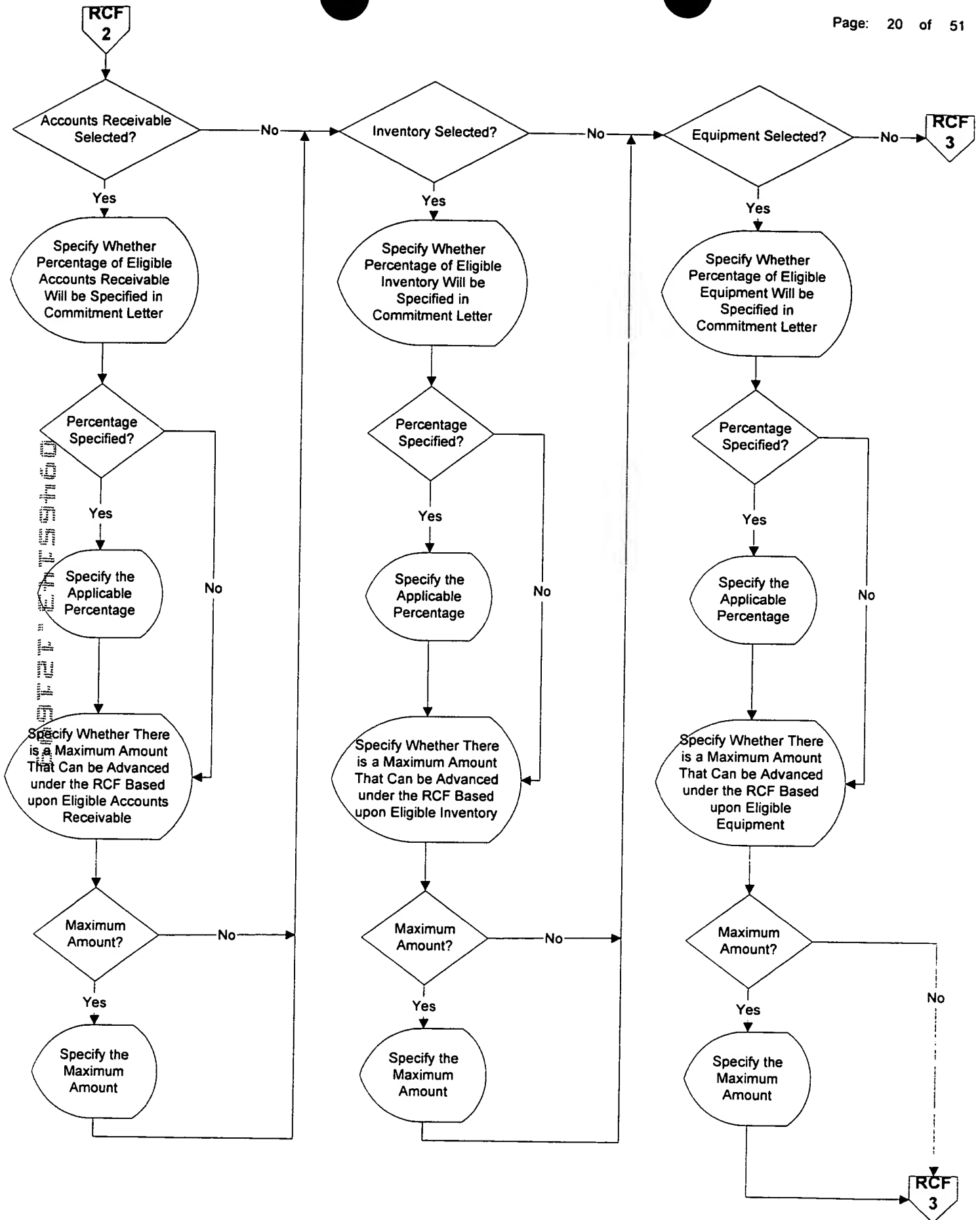


FIG 6L

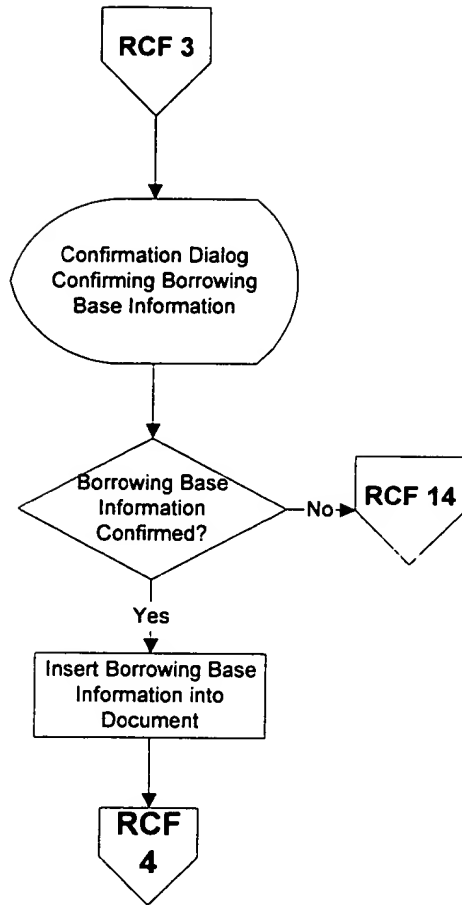
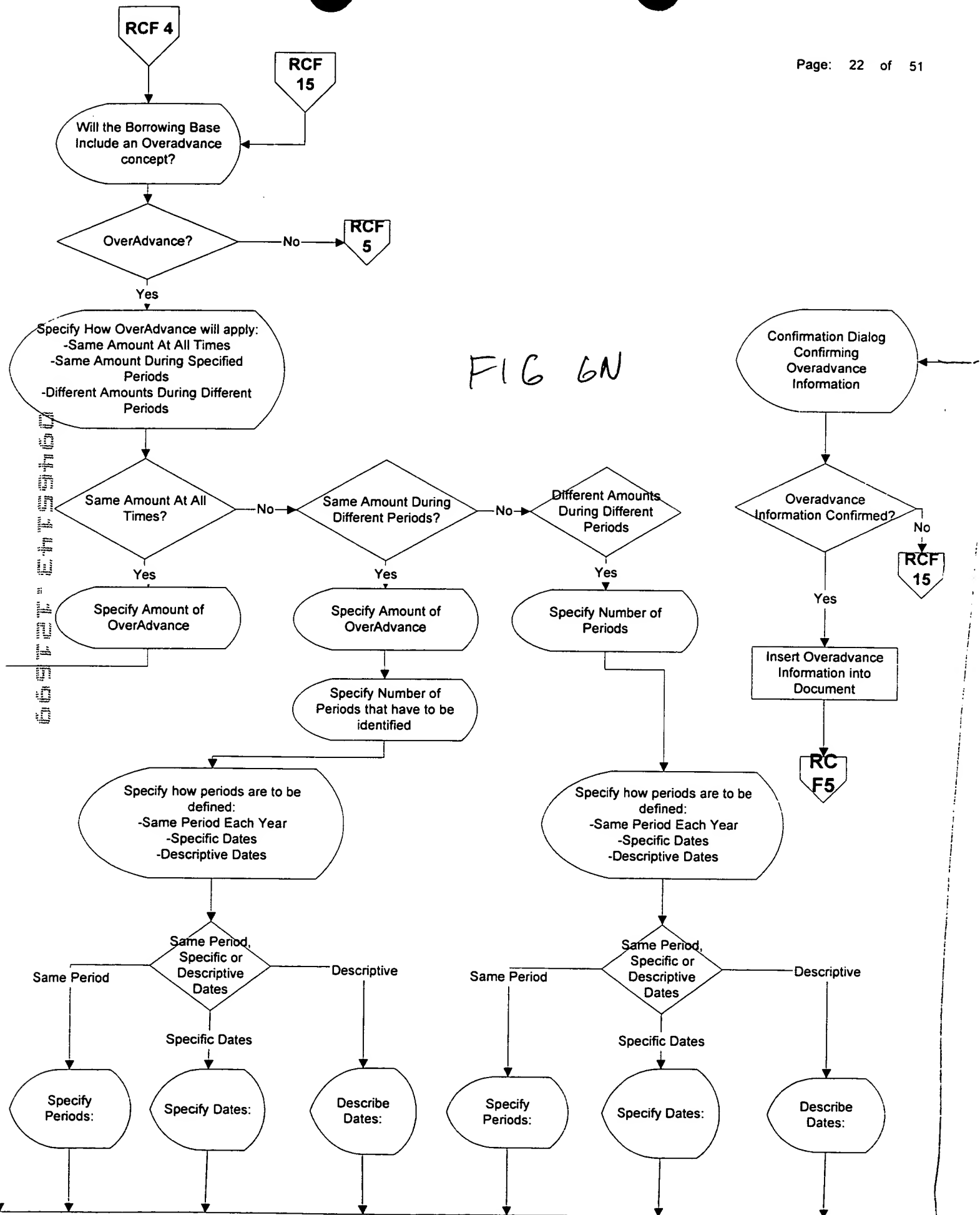
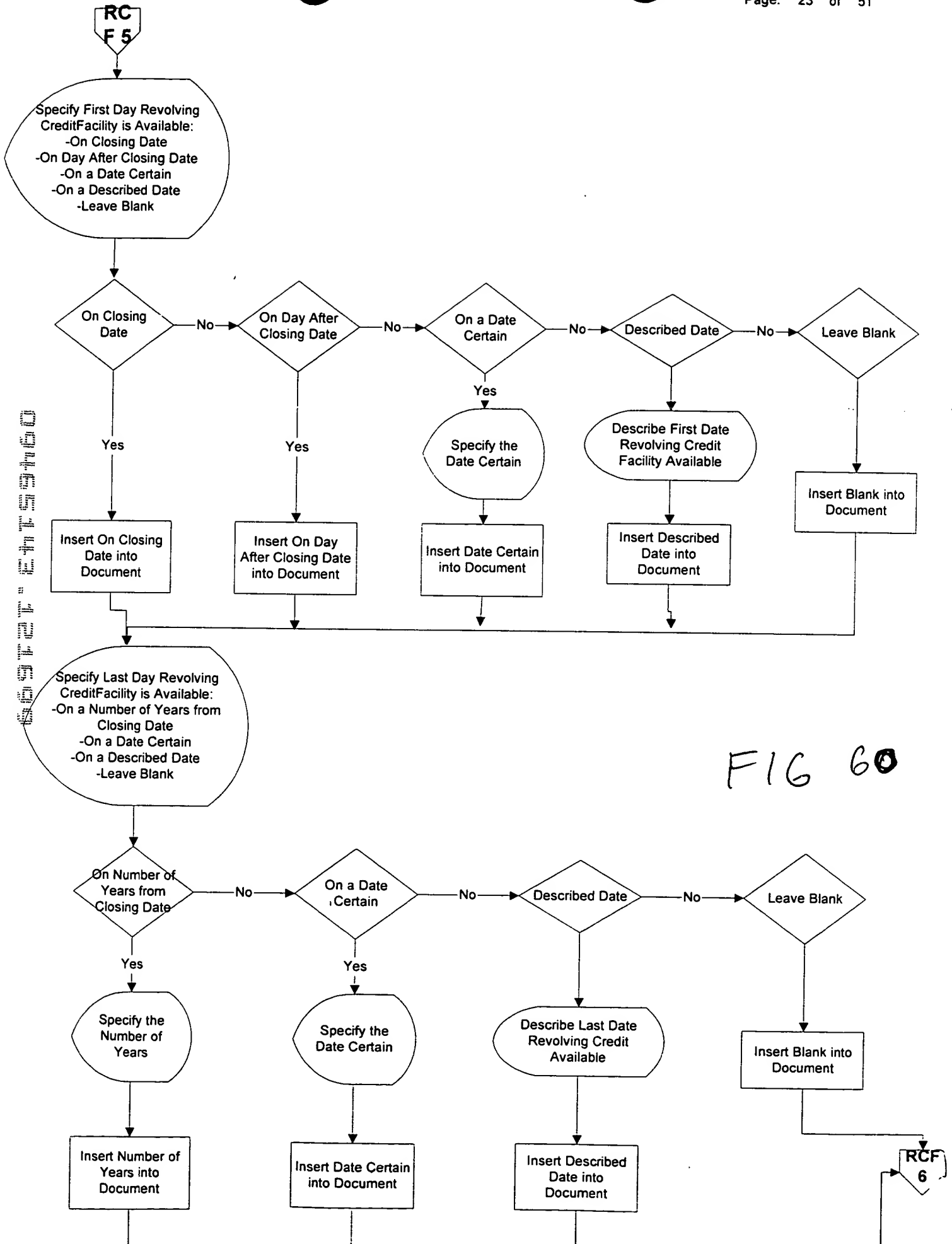


FIG 6M

FIG 6N





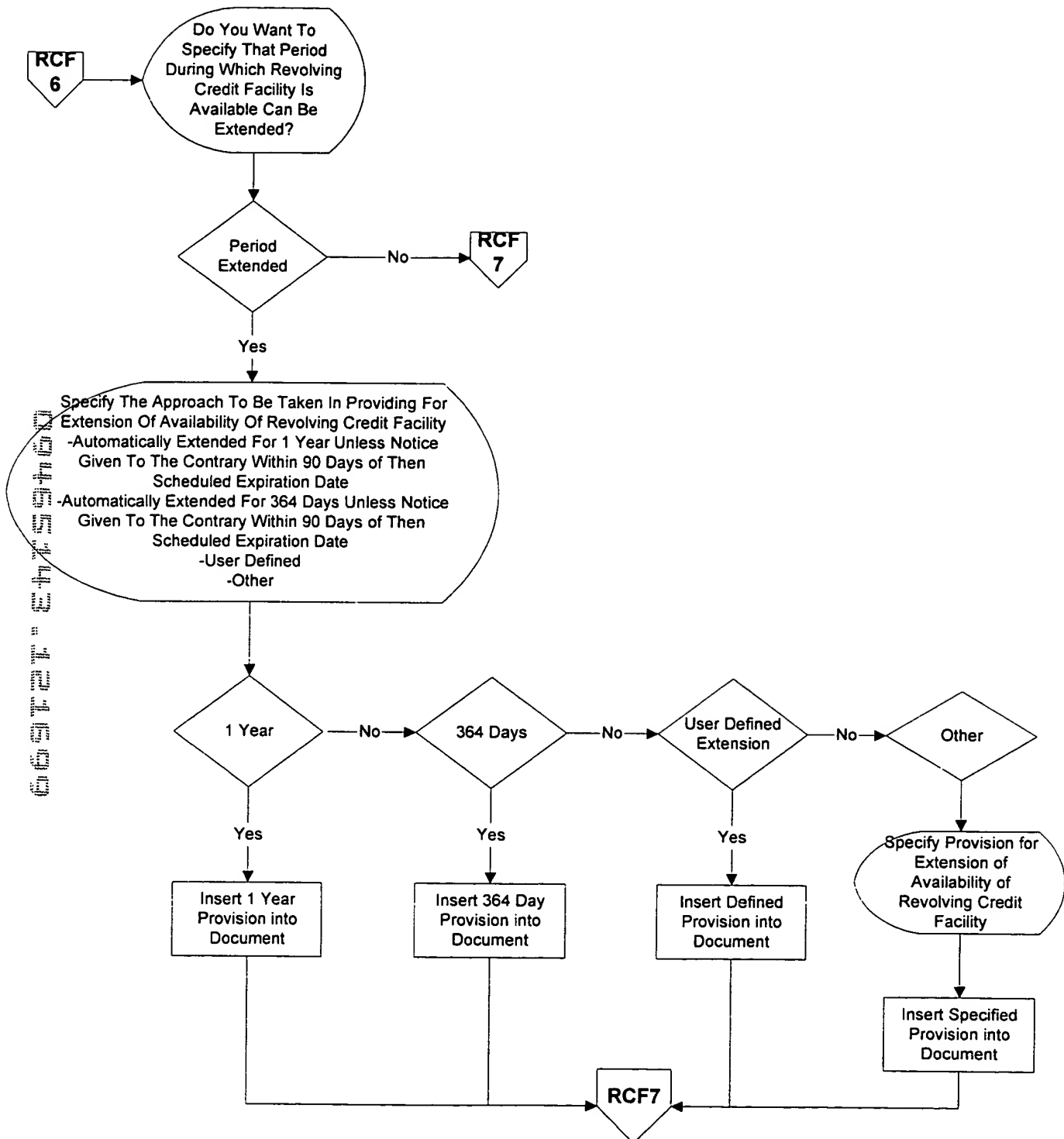
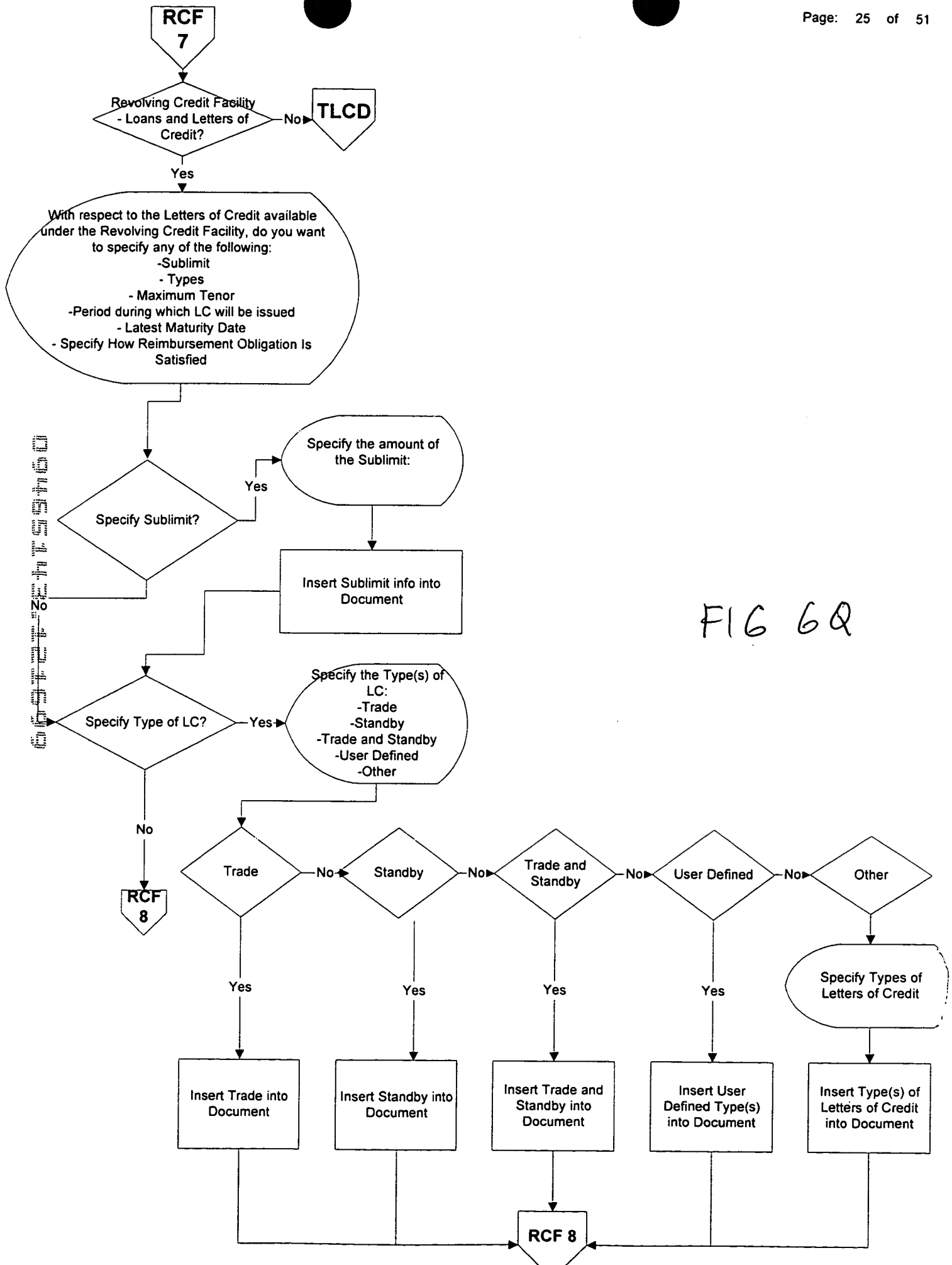


FIG 6P



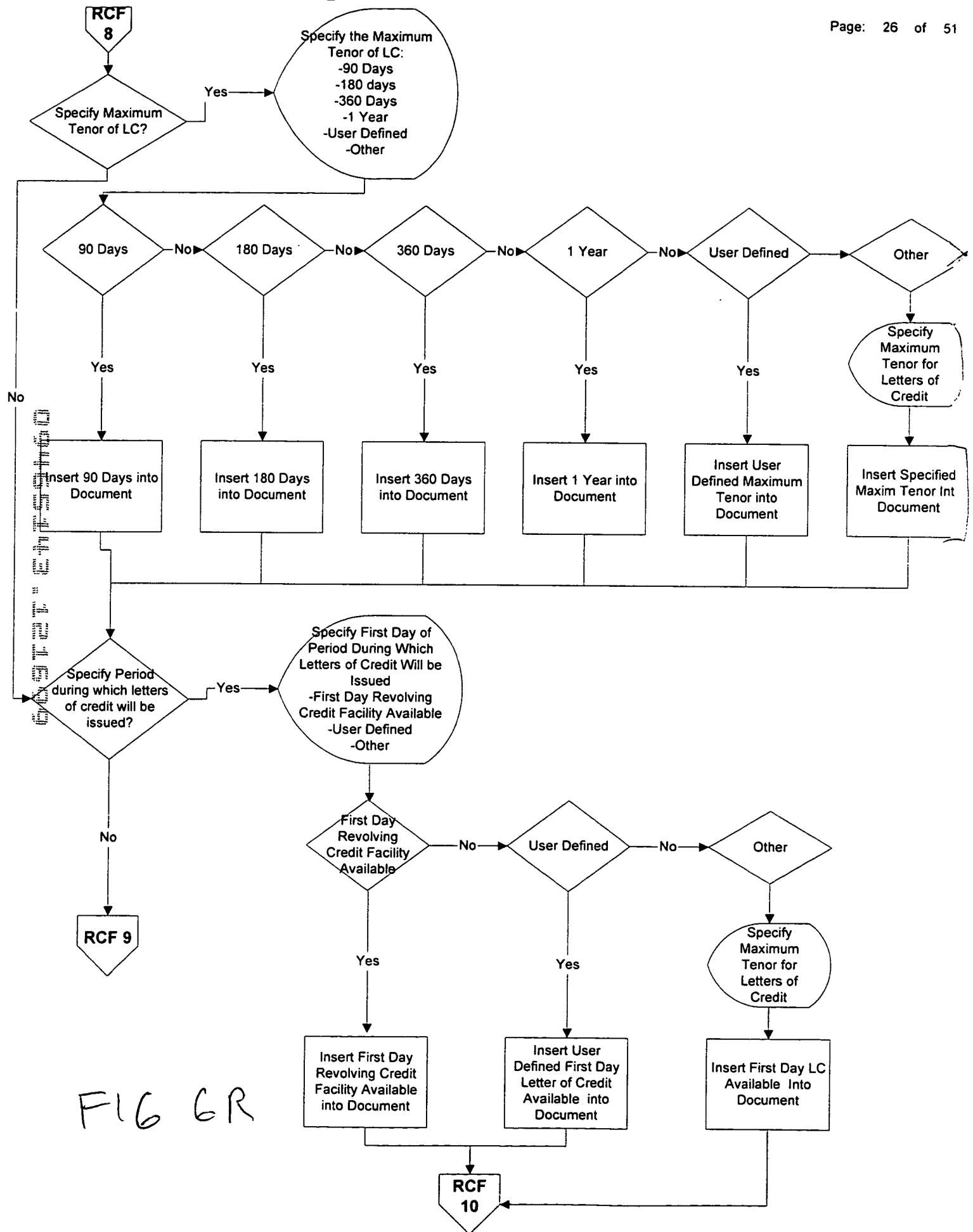
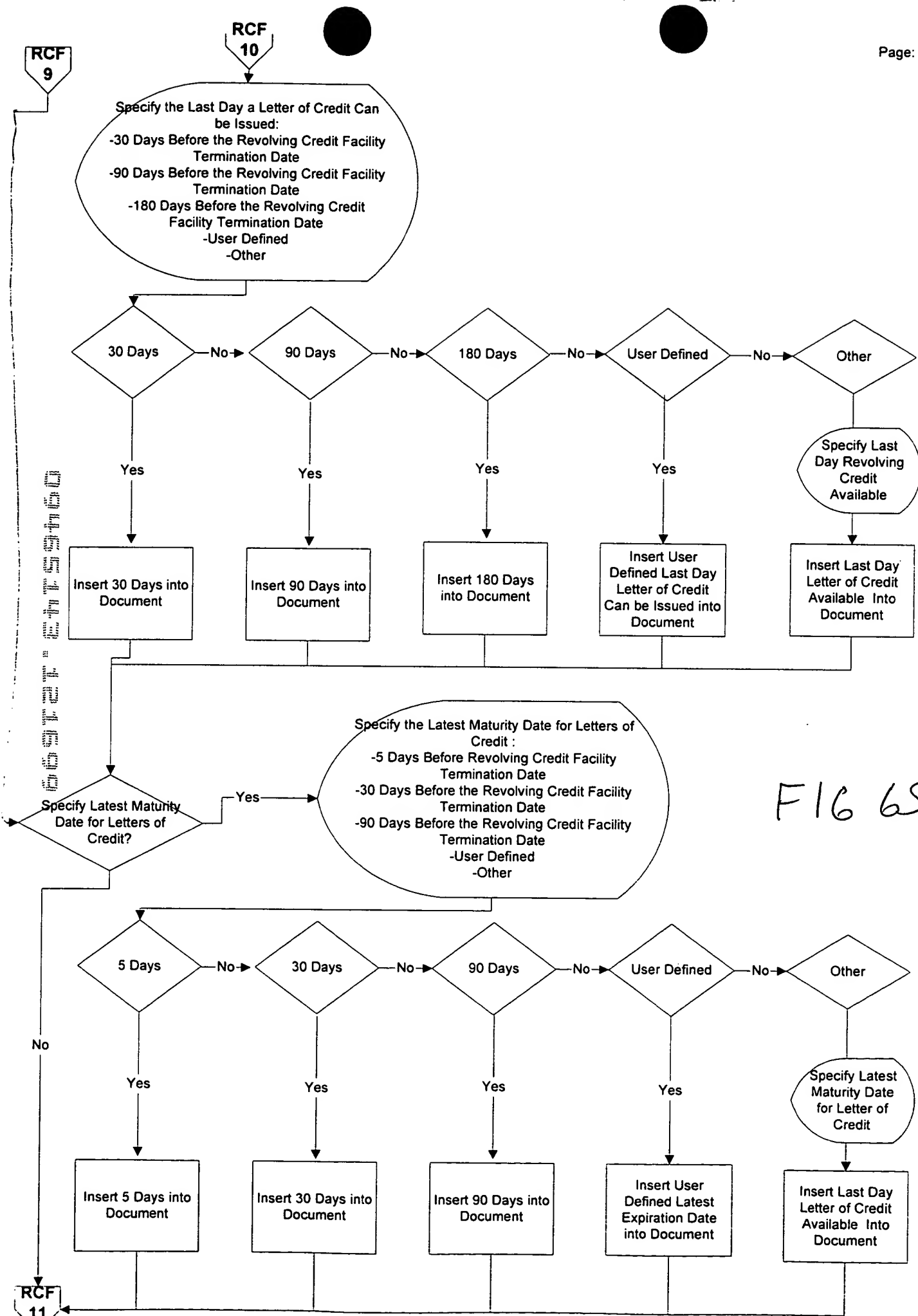


FIG 6R





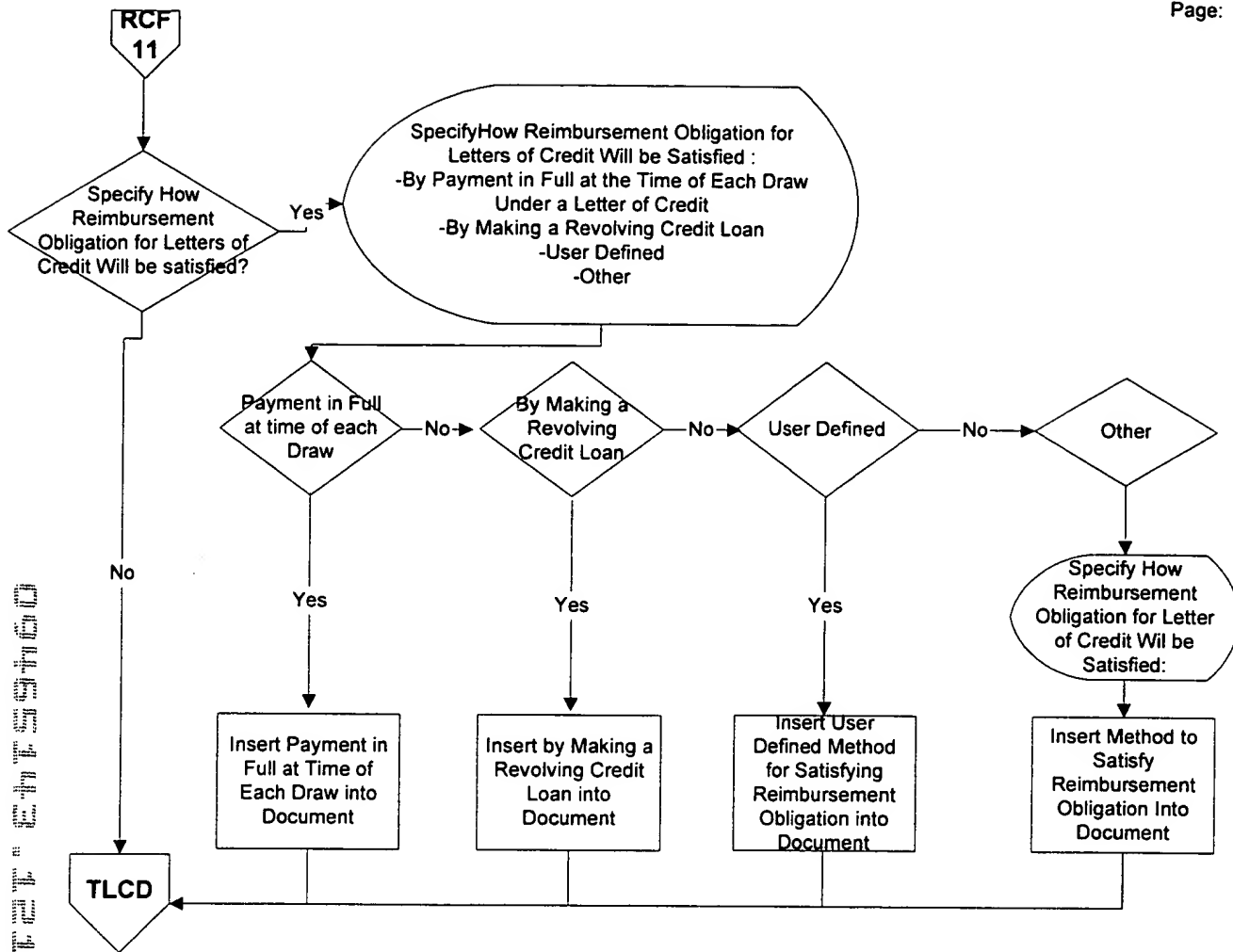


FIG 6T

# Term Loan on Closing Date

601

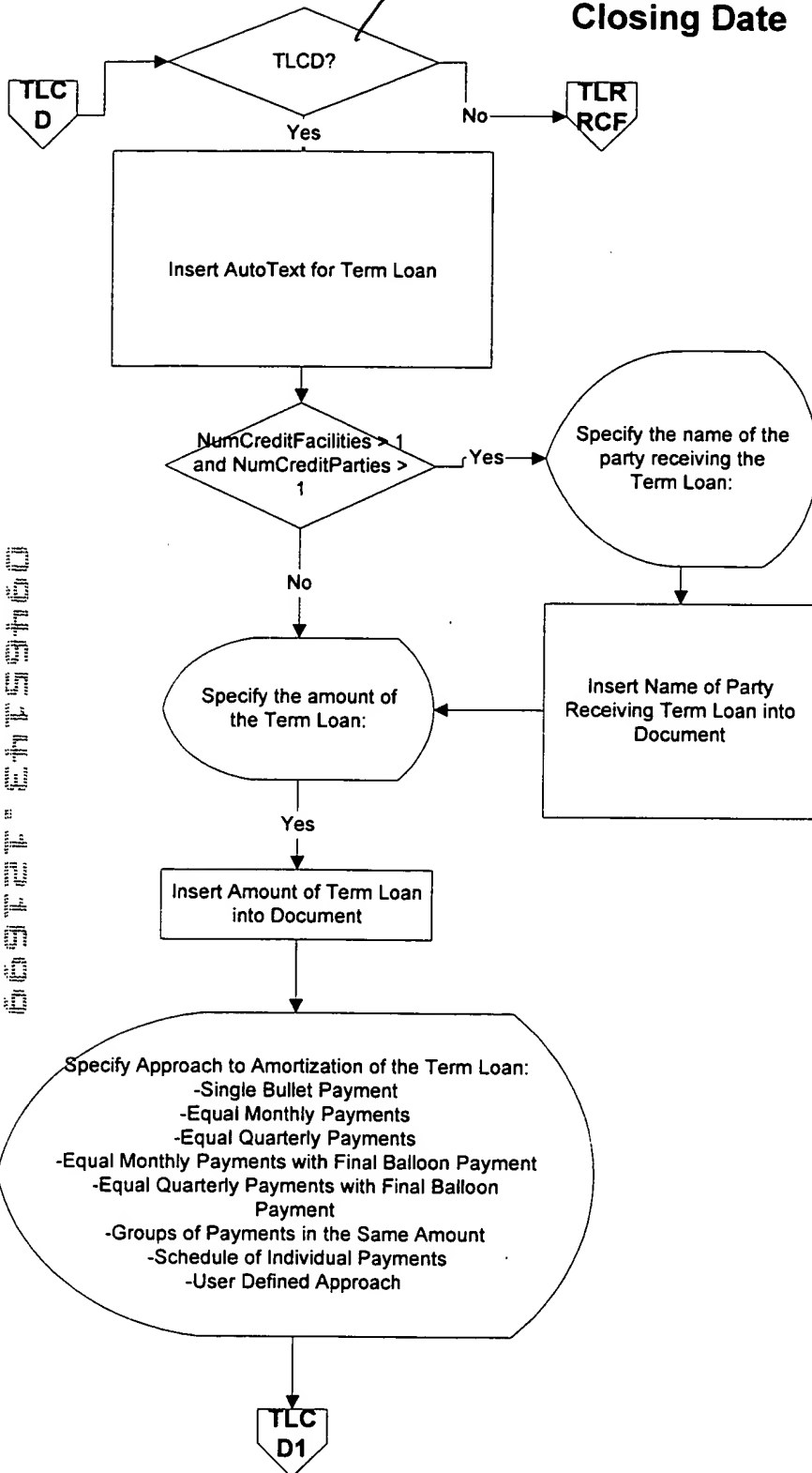


FIG 60

603427-8423460

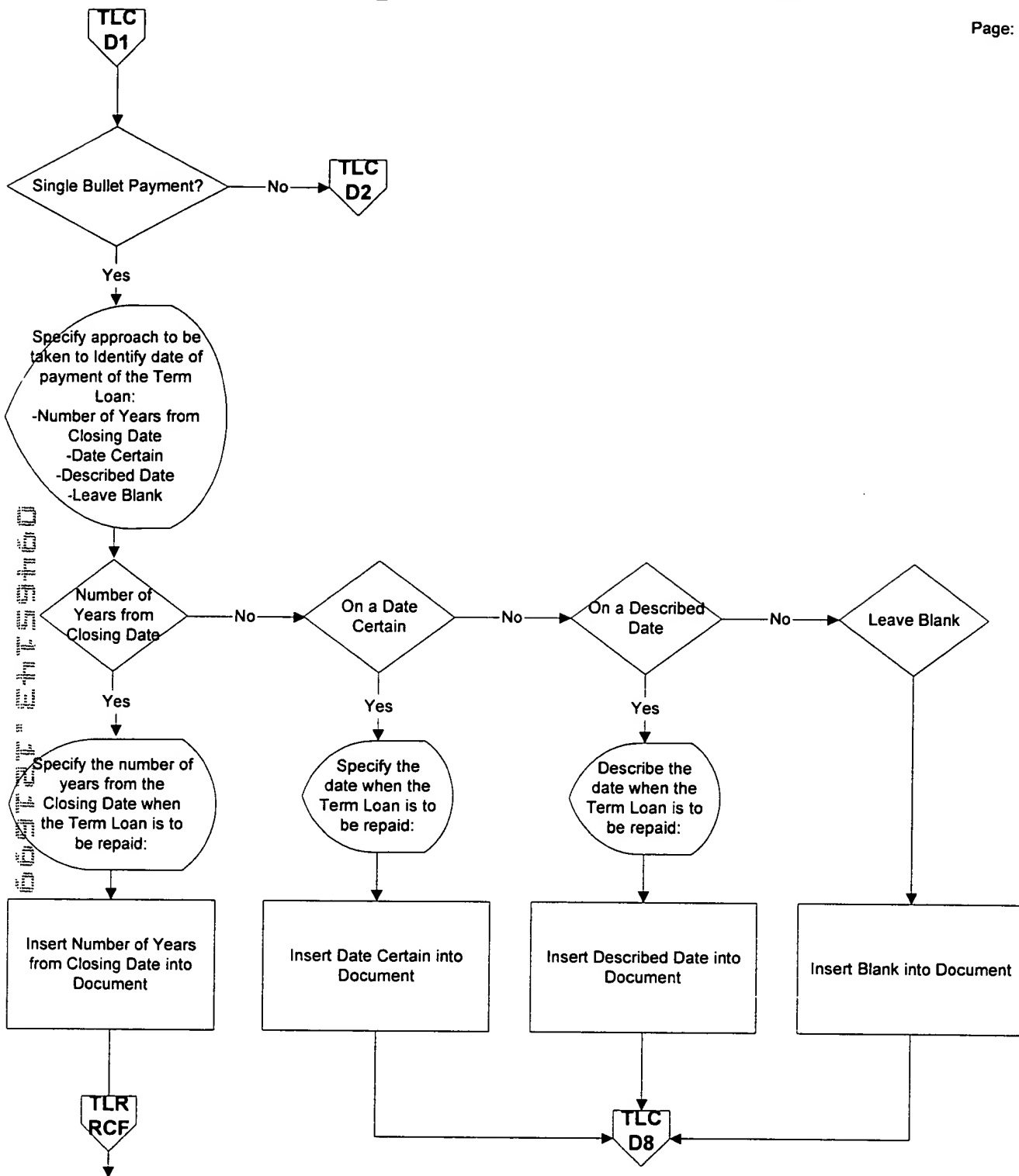
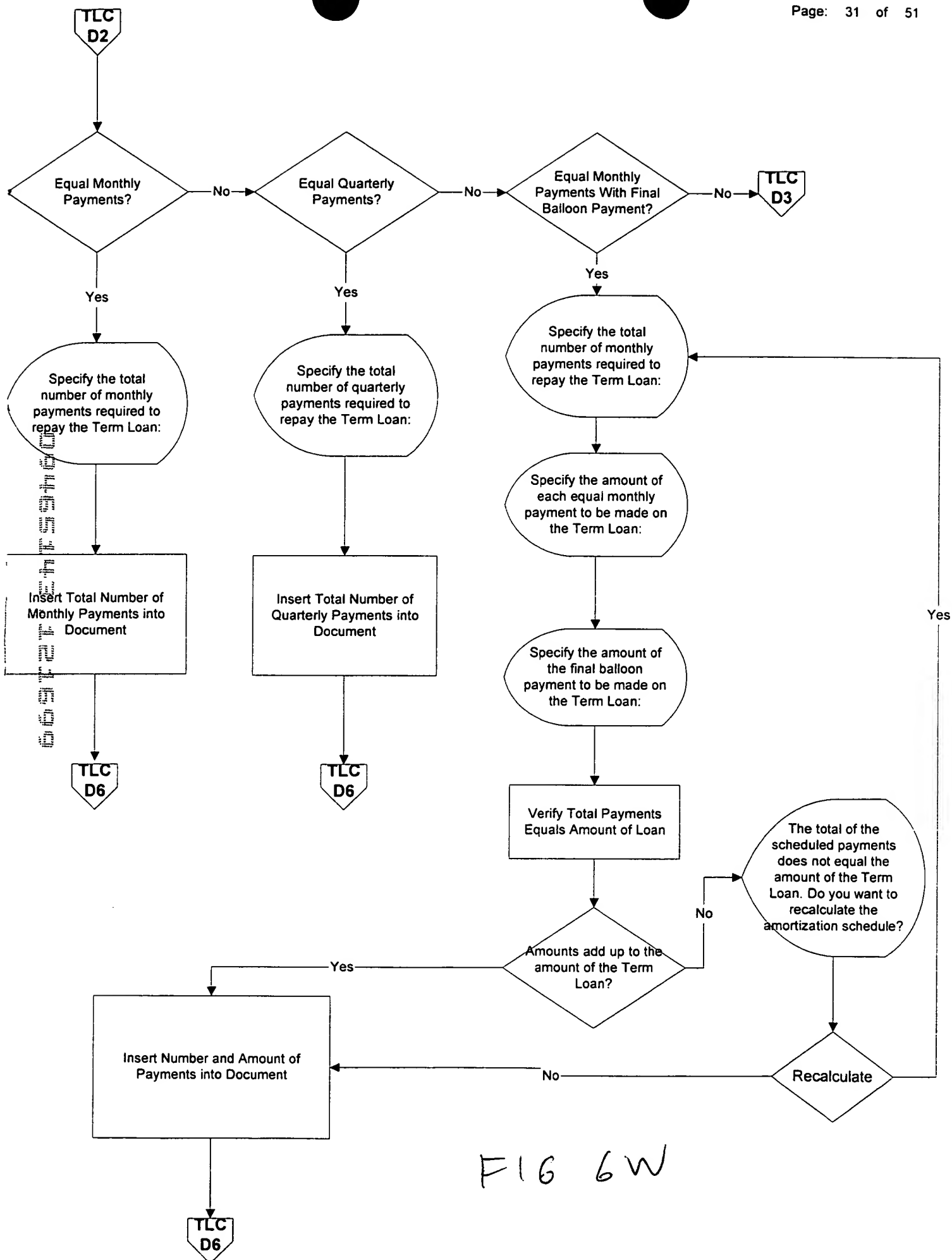


FIG 6V



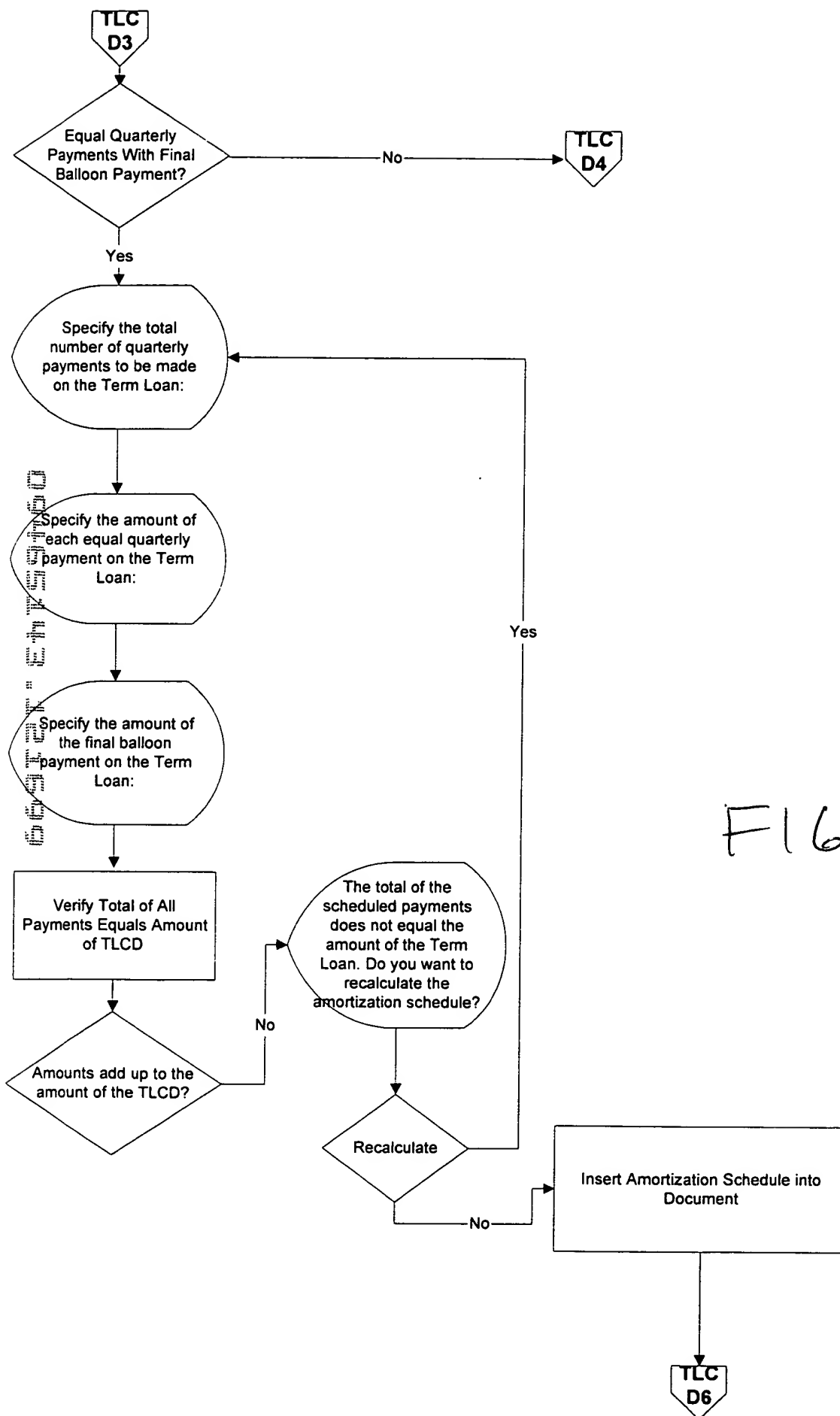
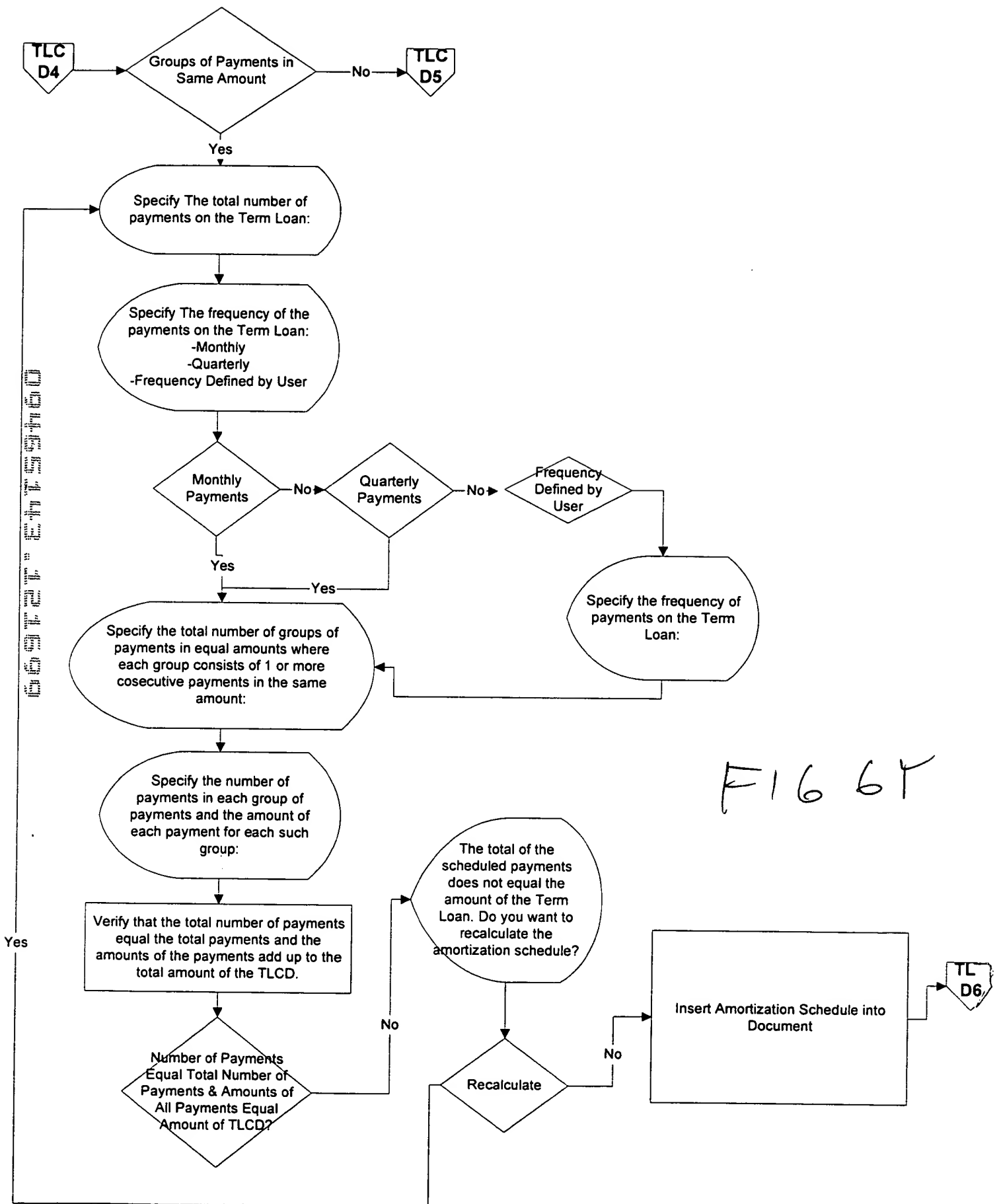
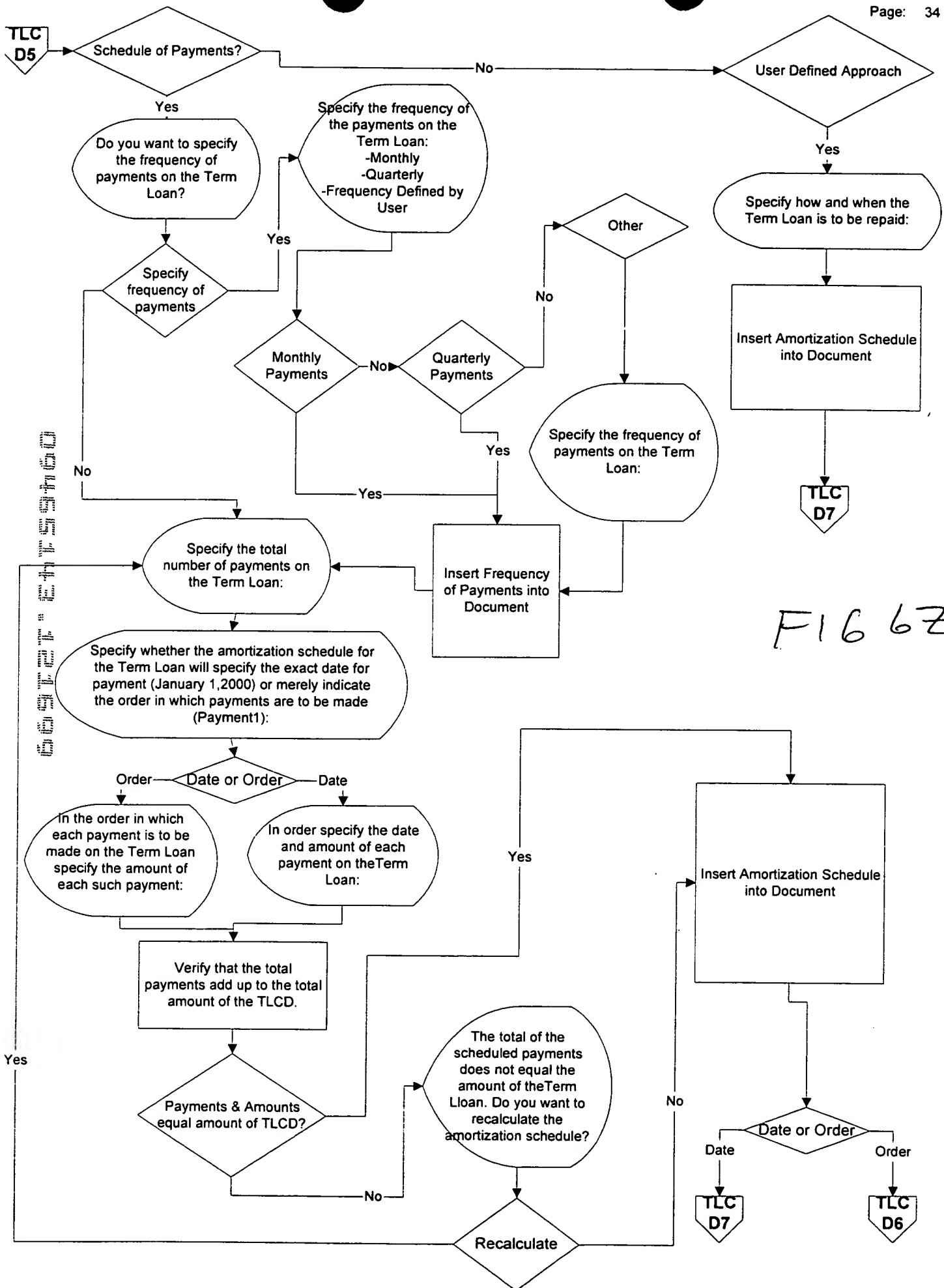


FIG 6X







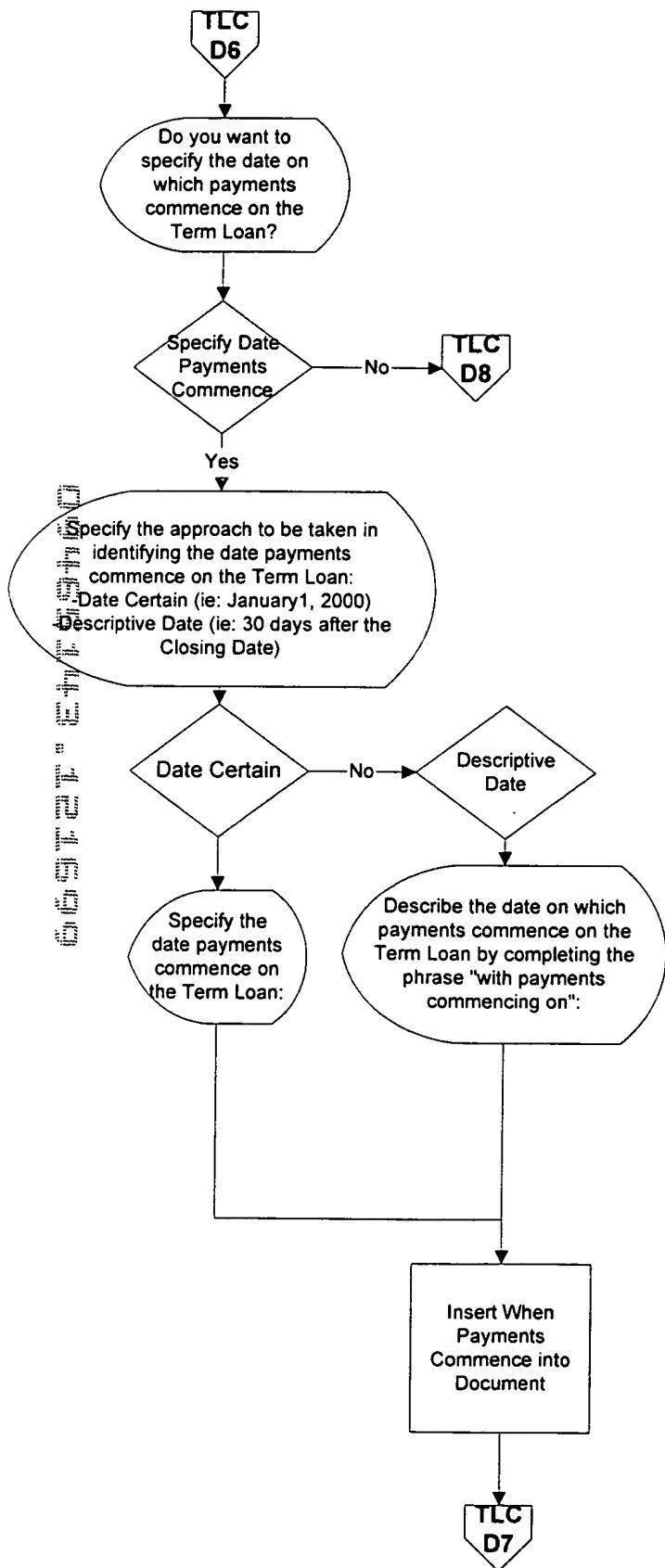
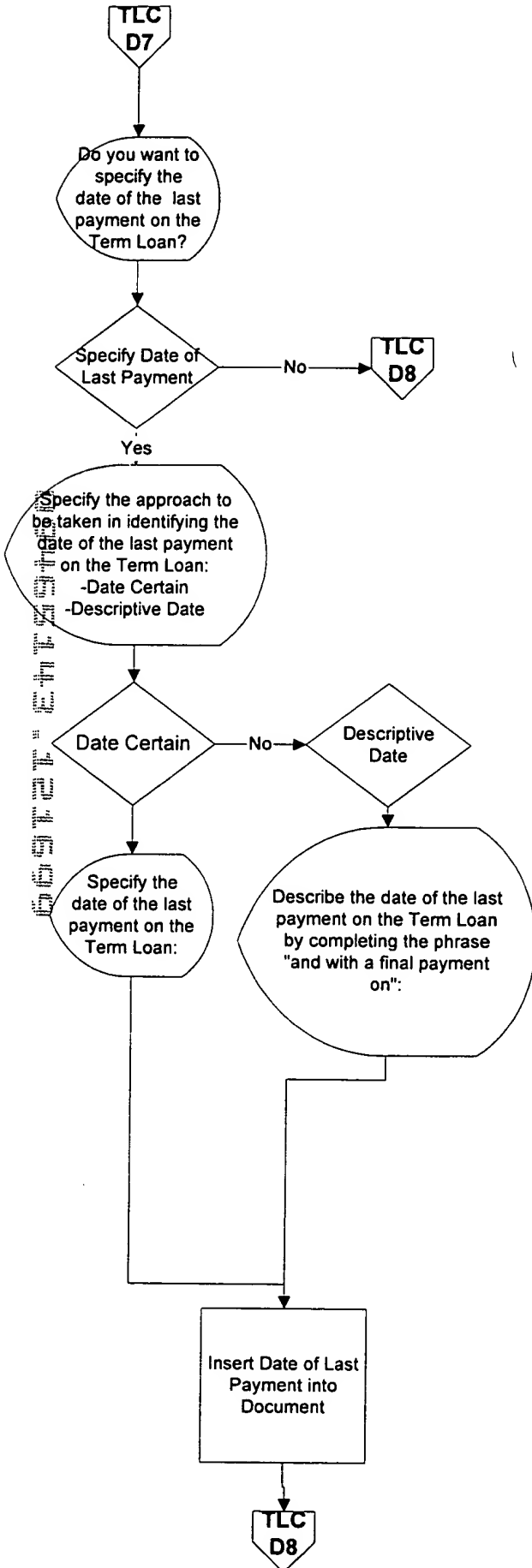


FIG 6 AA



F16 6 BB



## Use of Proceeds

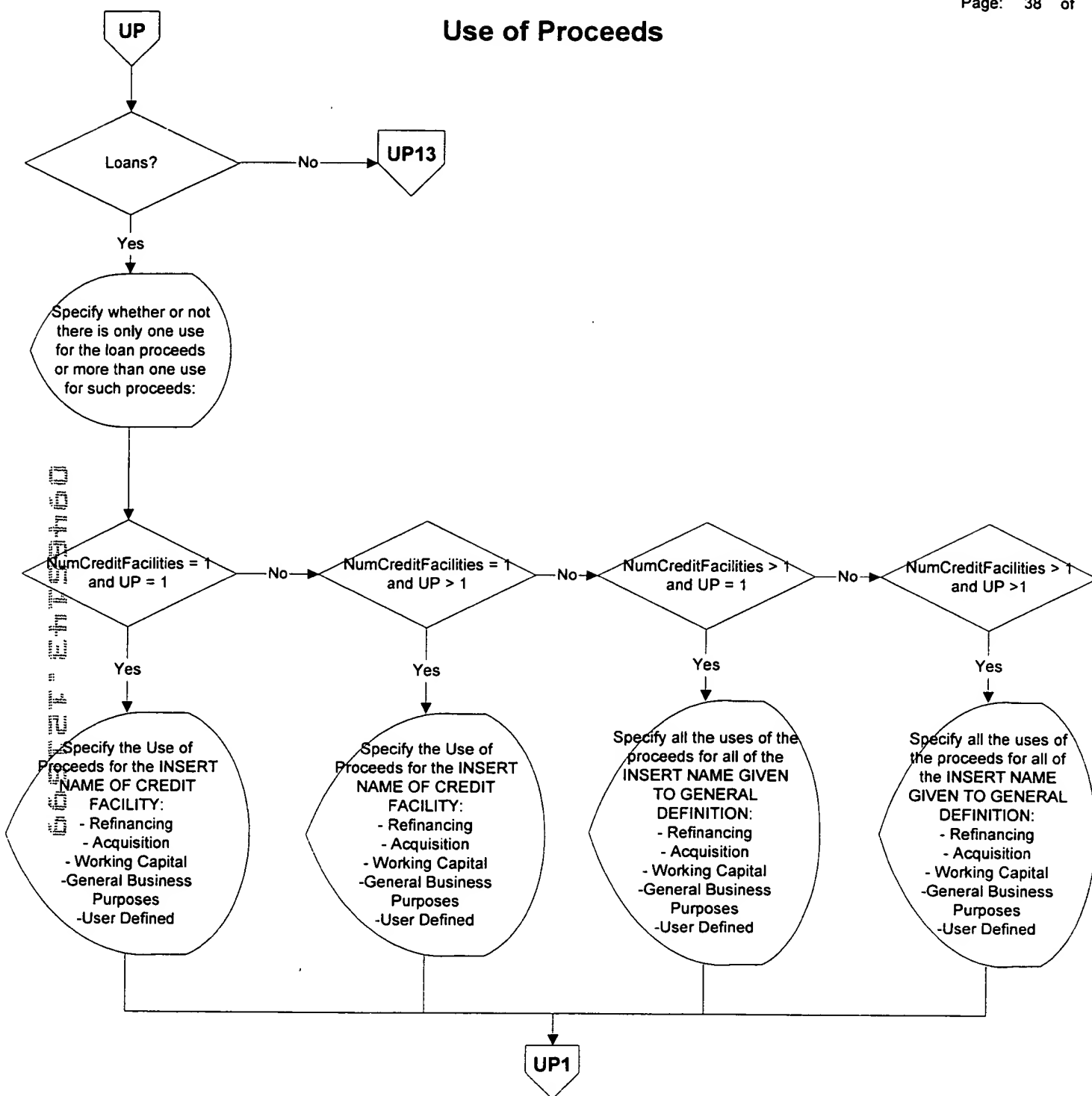


FIG 6DD

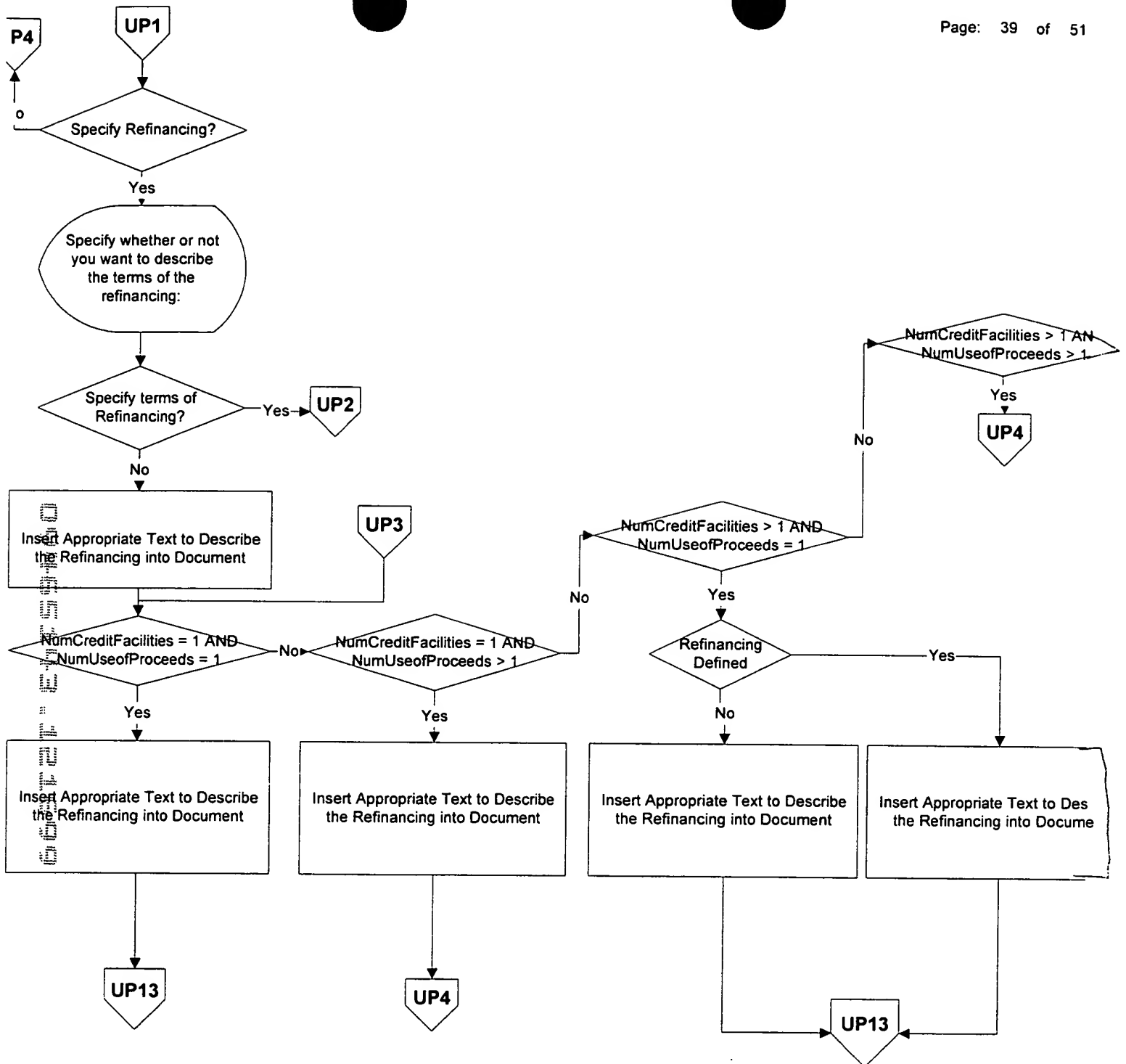


FIG 6EE

662727-01

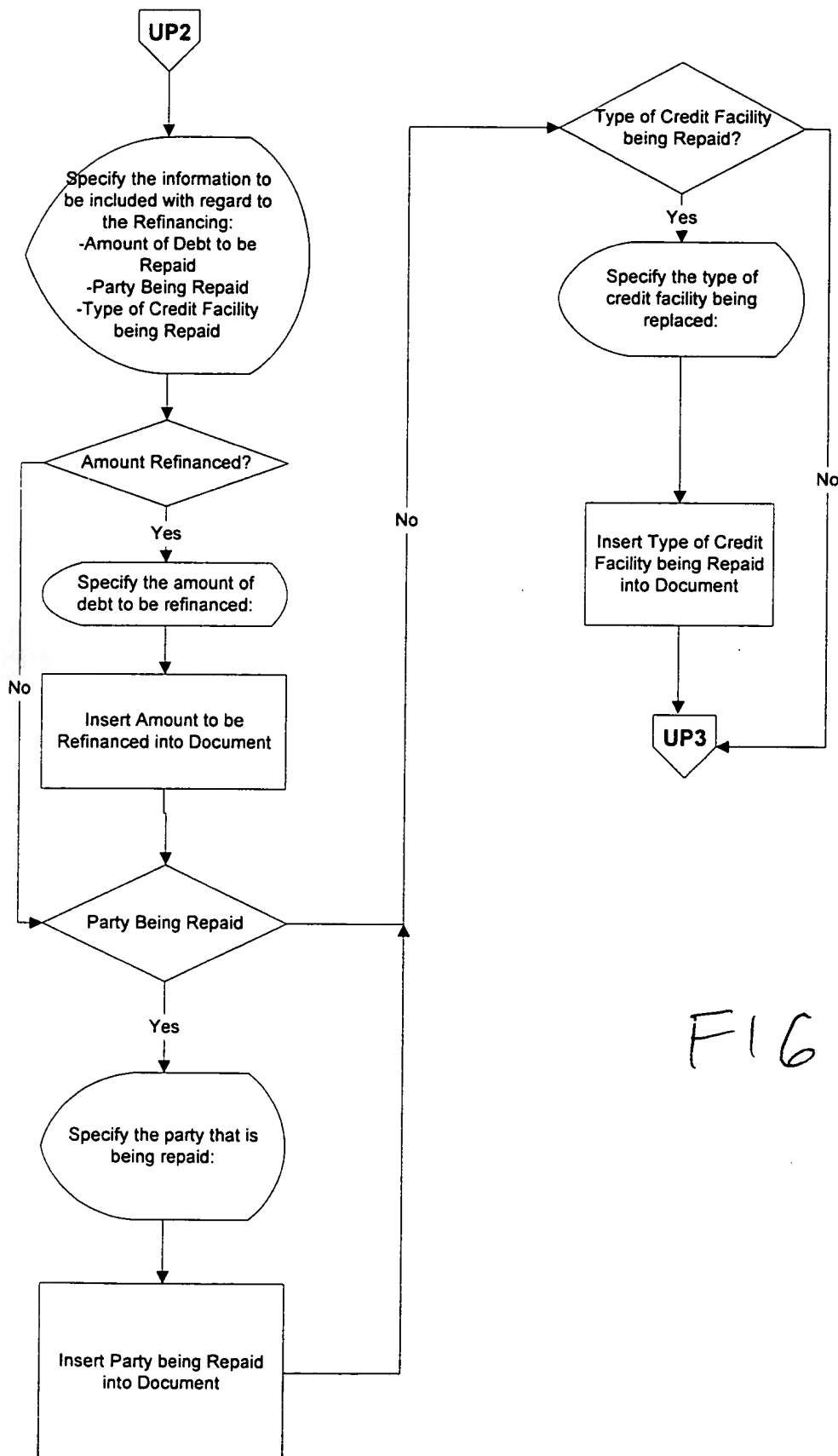


FIG 6FF

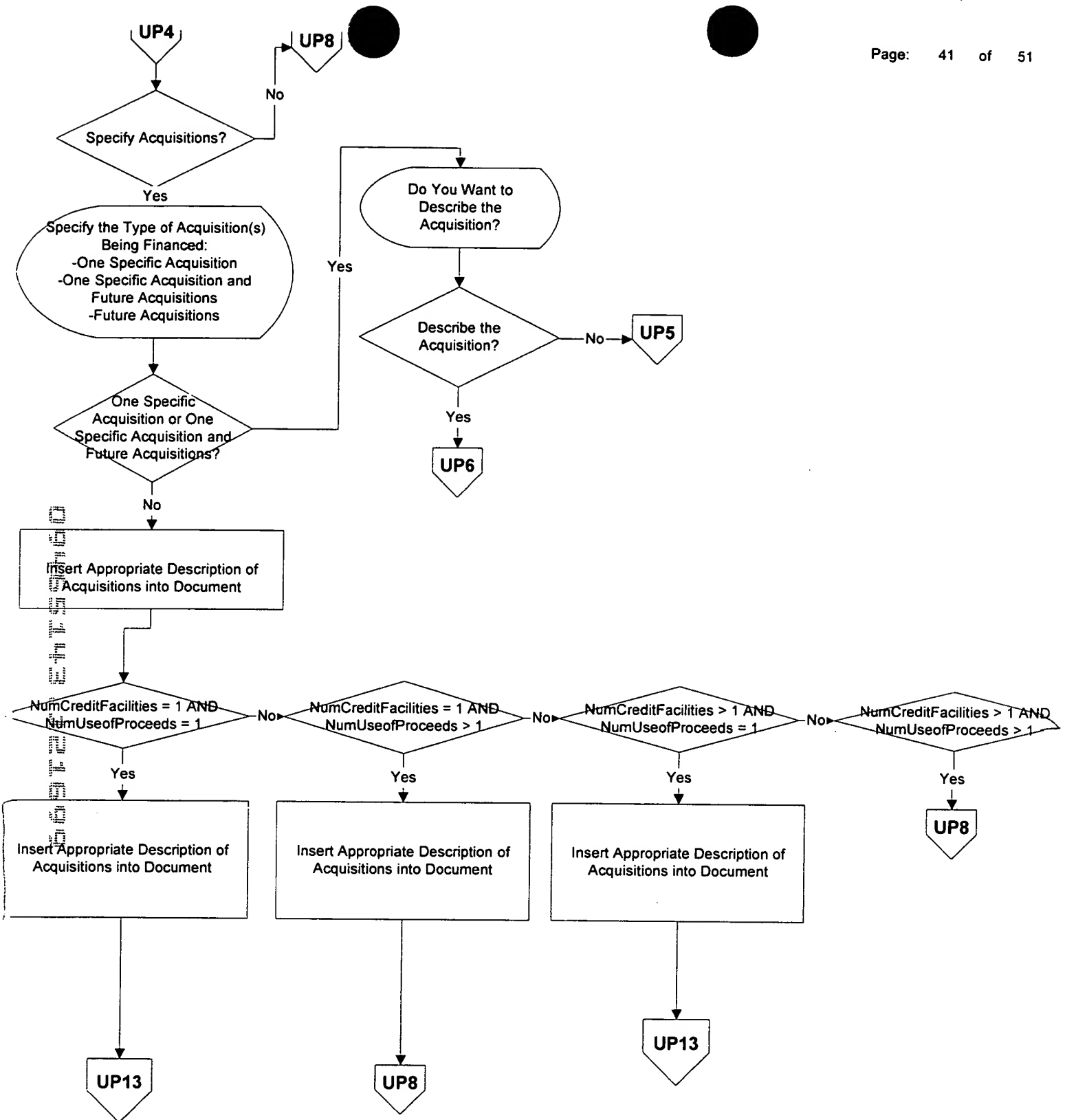
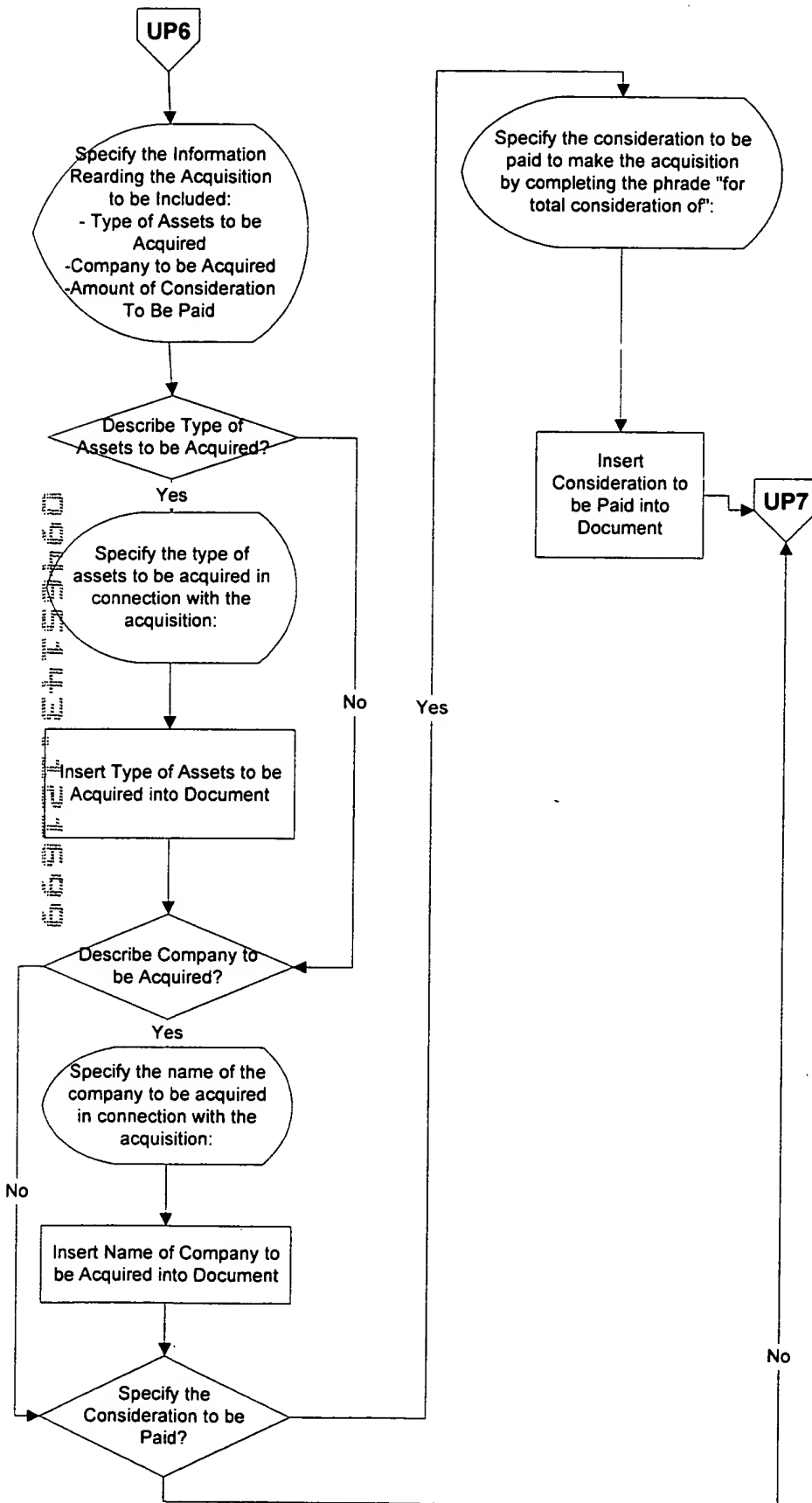
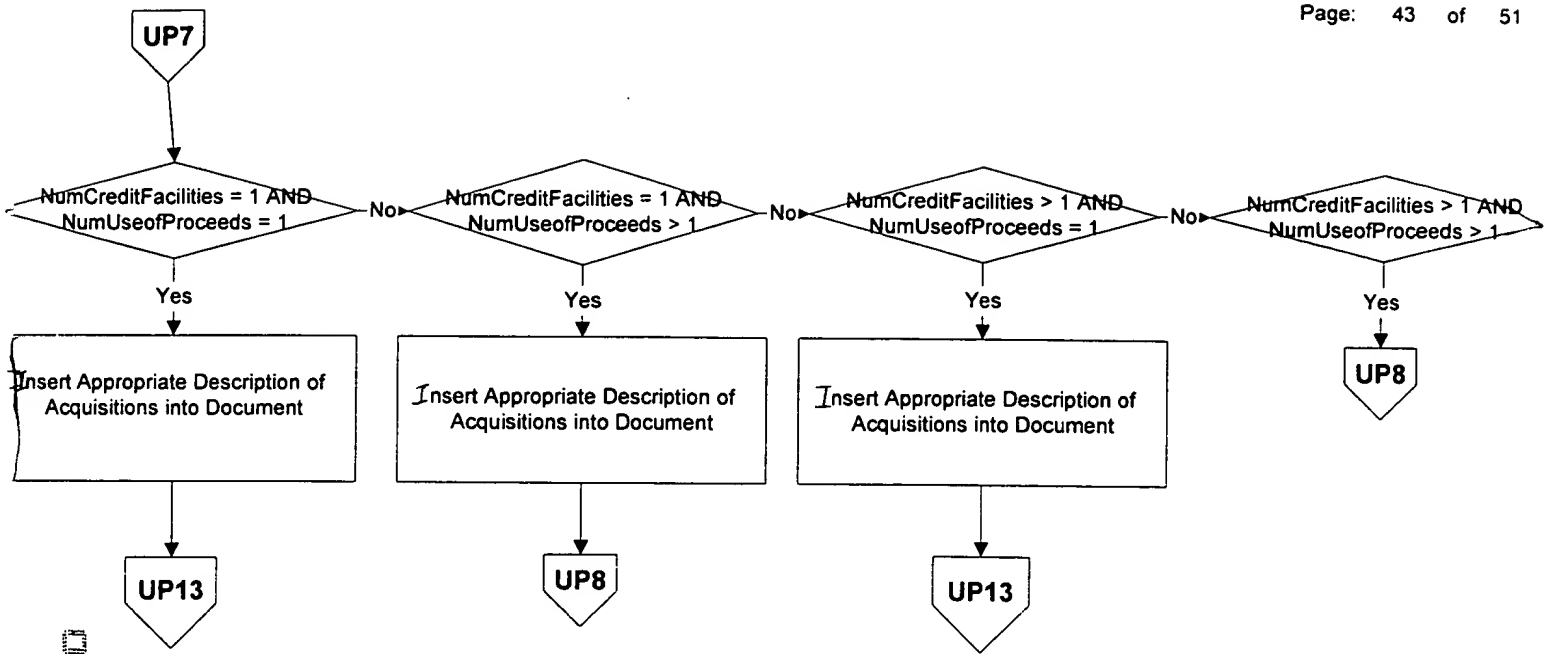


FIG 6 GG







669727 "CIT 5160

FIG 6II

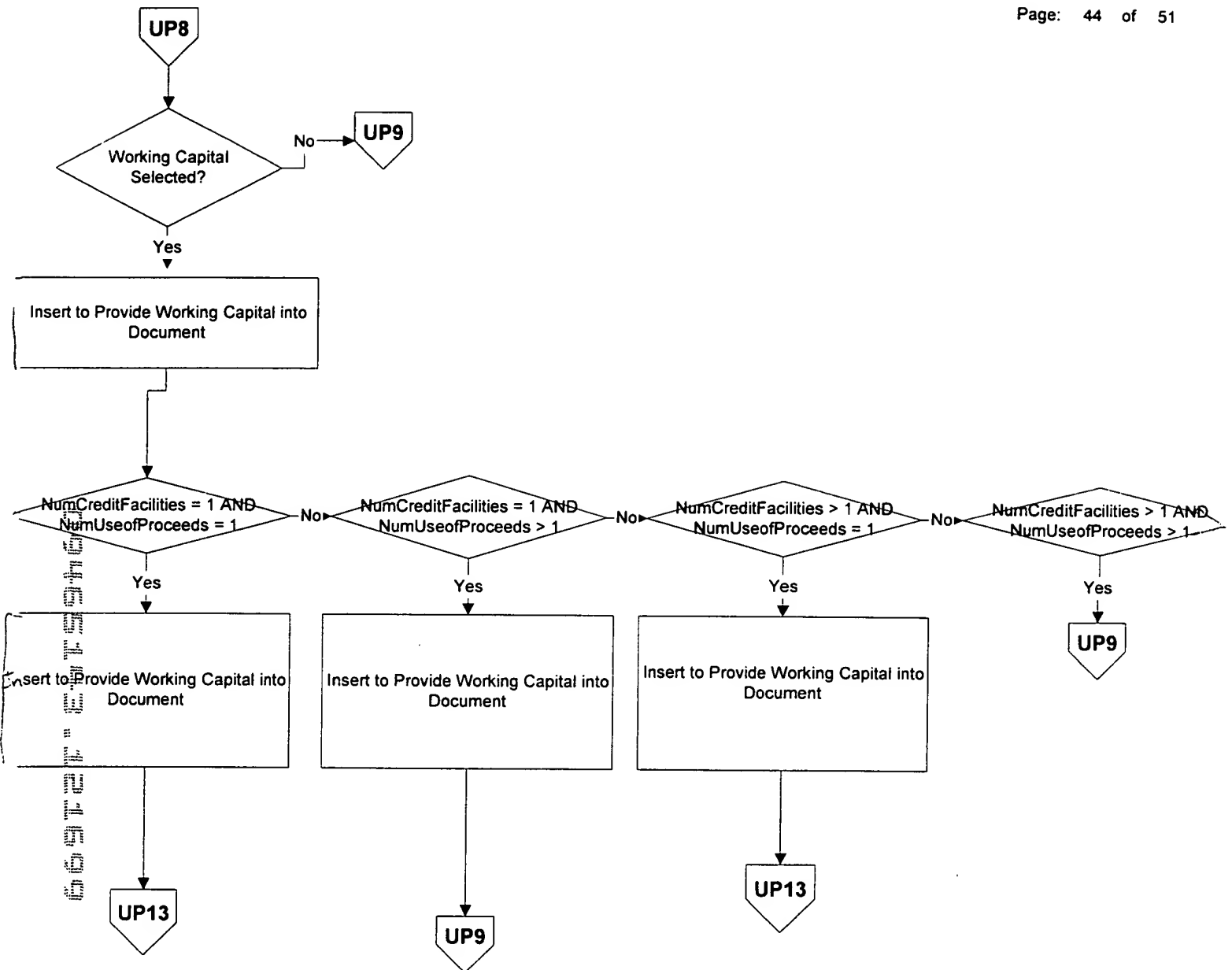


FIG 60J

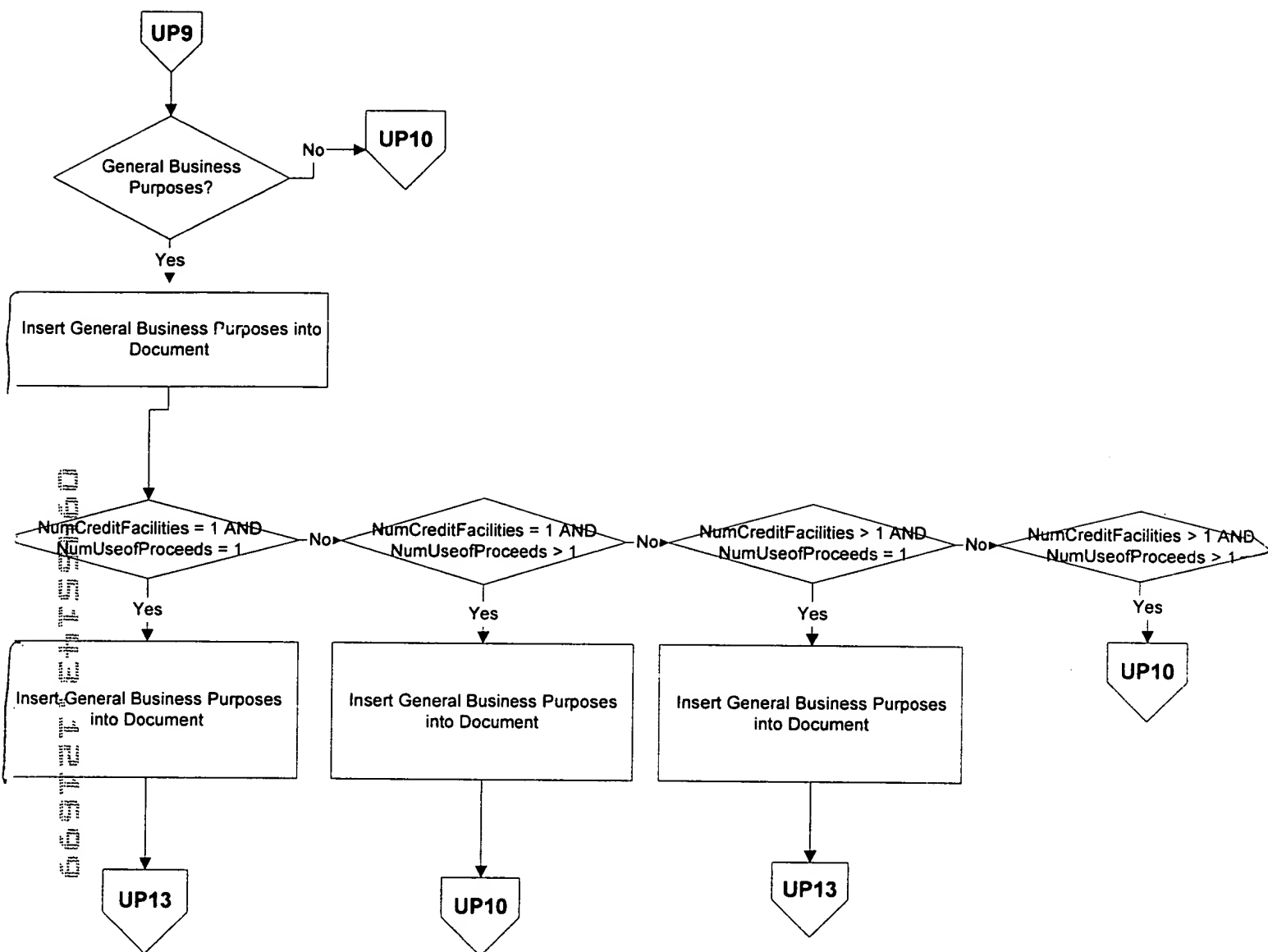


FIG 6 KK

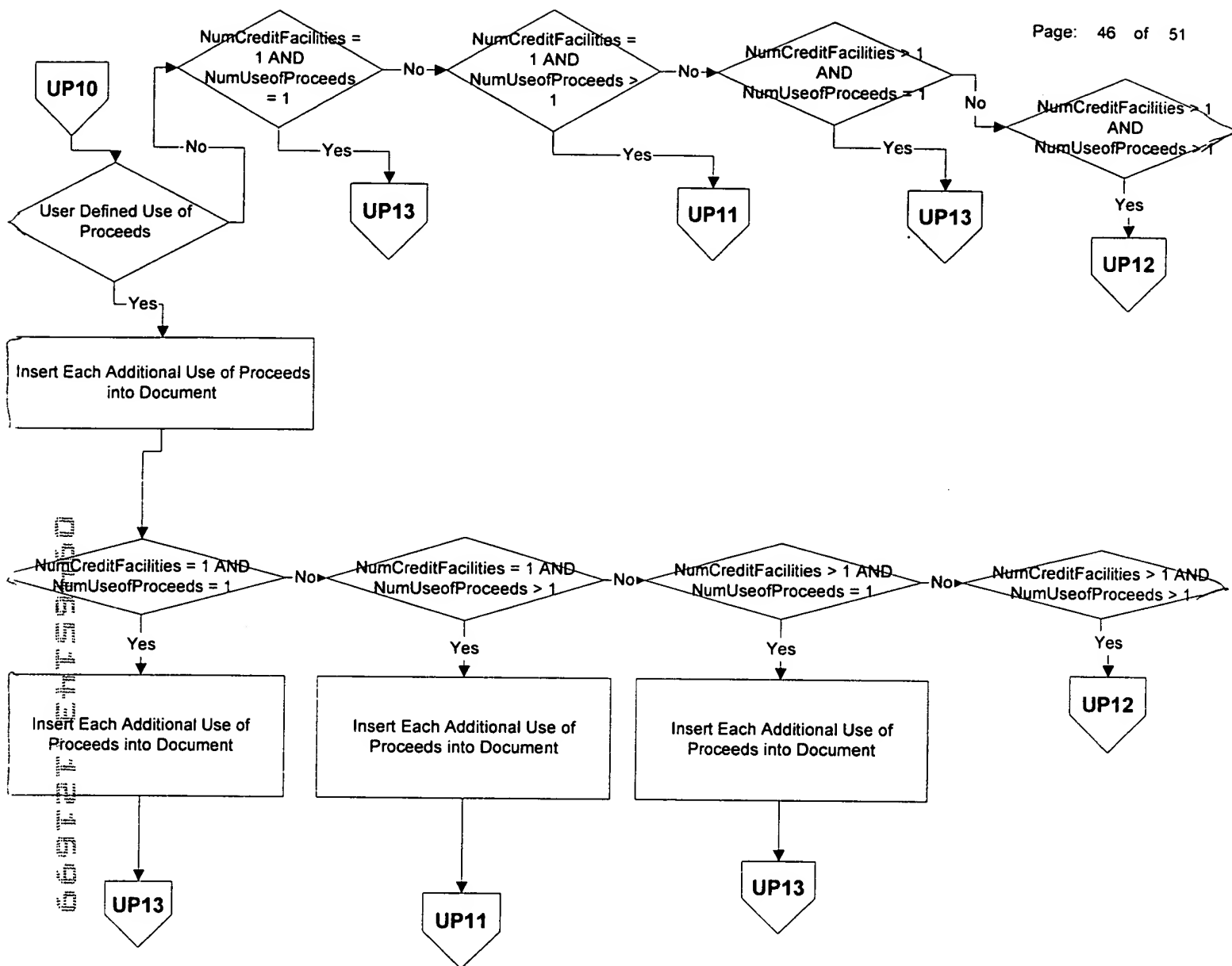
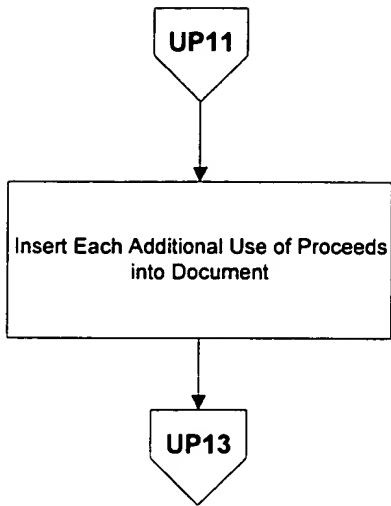


FIG 6 LL



669121-275160

FIG 6MM

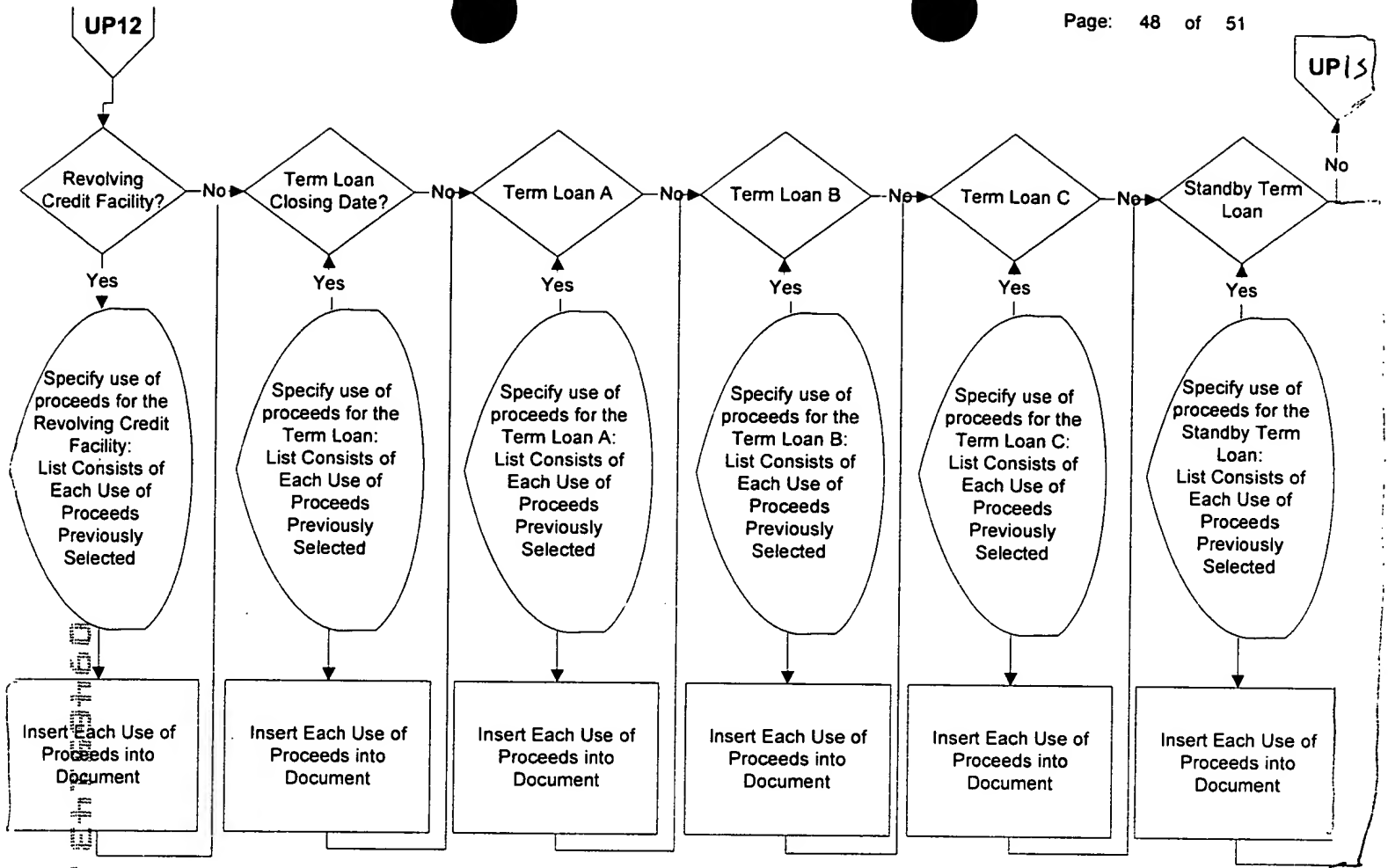
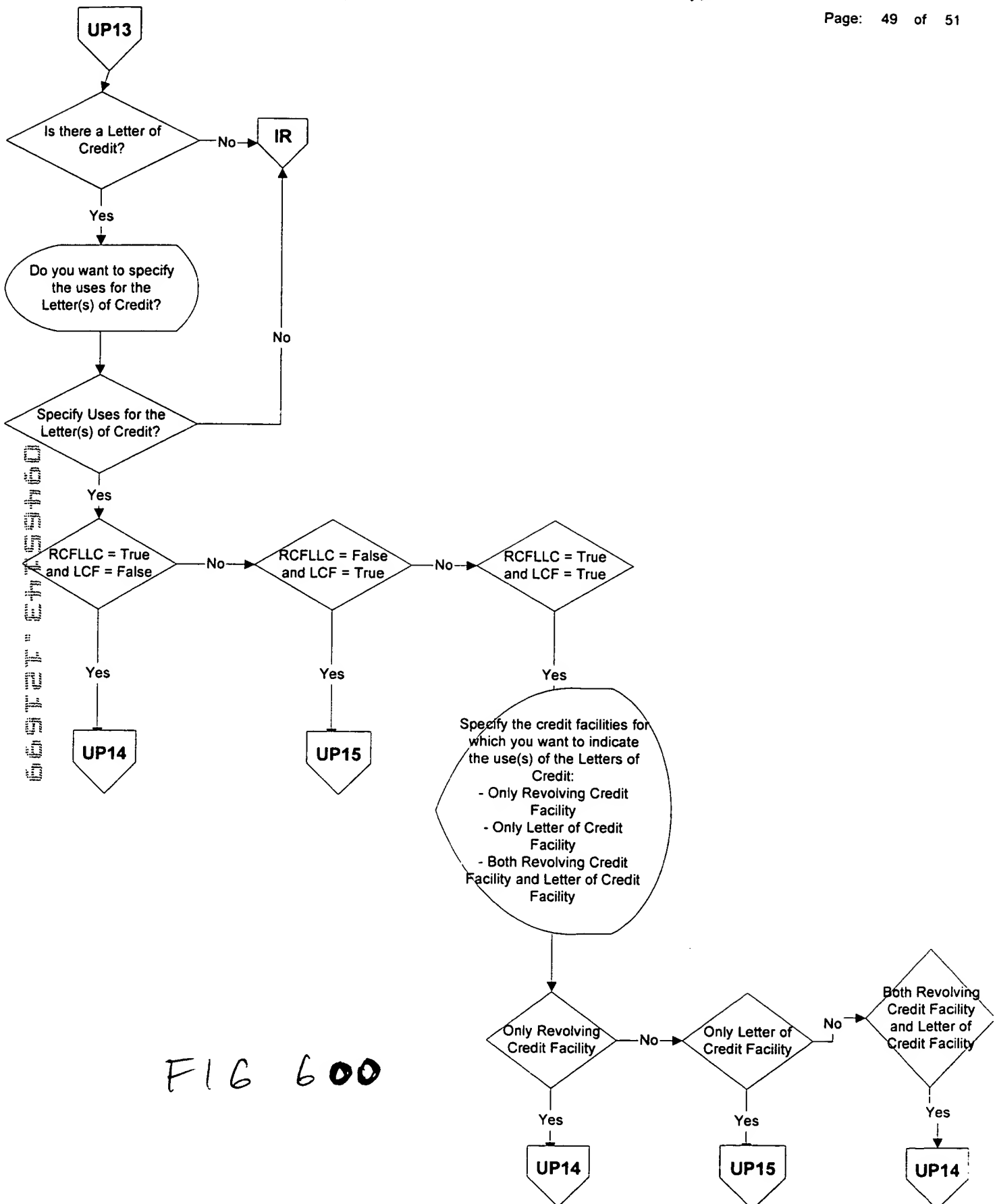


FIG 6 NN



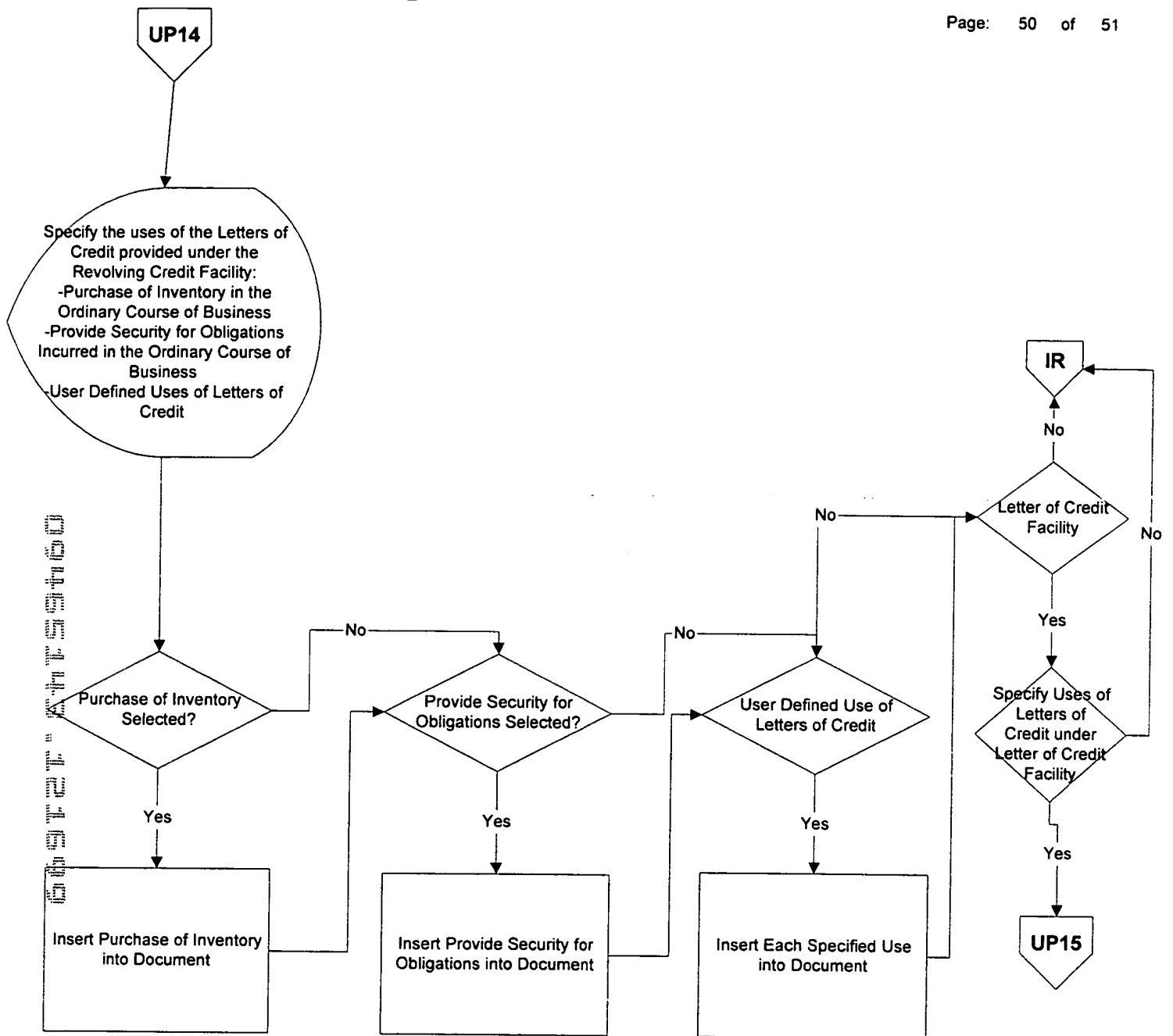


FIG 6TP



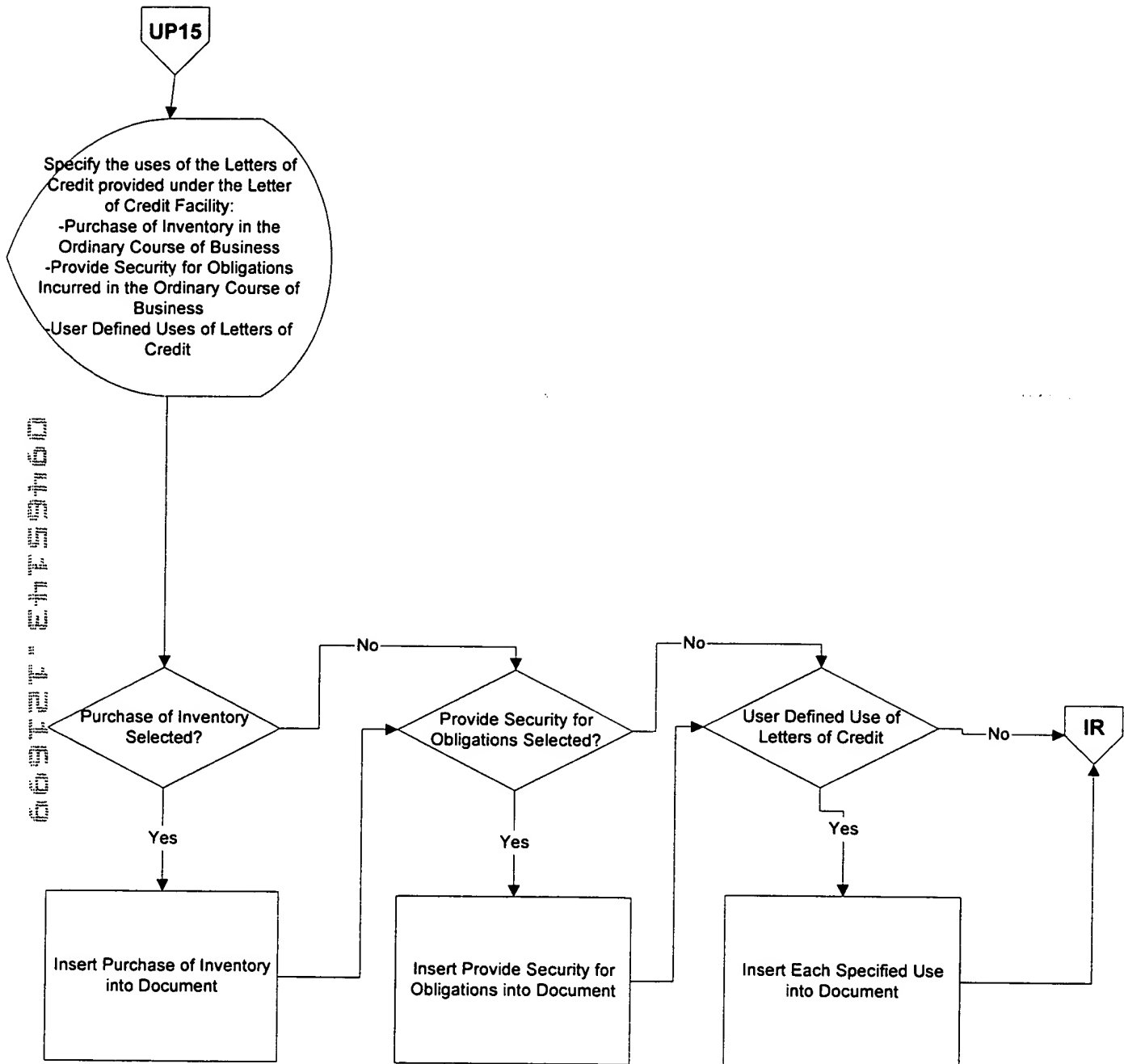


FIG 6A

669227-455460

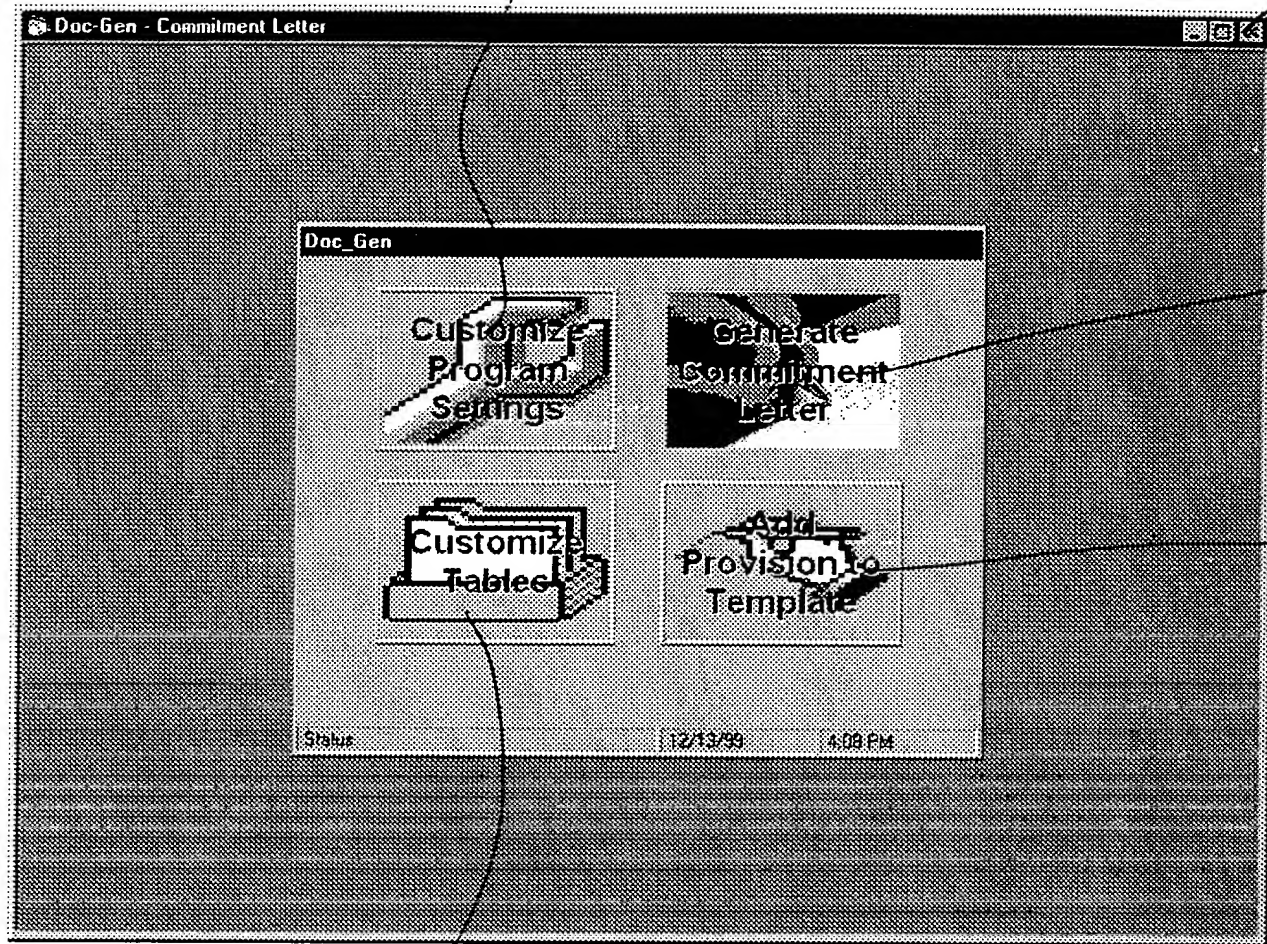


FIG 7

I 8A

MERGEFORMAT }

{ DATE \@ "MMMM d, yyyy" \\* }

8B

I 8A

8C

Re: { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT }

I 8A

You have requested that I provide to the I referred to below II

8A

8A

IIII 8A

I any of the following occur: I or ( { SEQ level0 \\* arabic \\* MERGEFORMAT } )  
any of the fees provided for in the Commitment Documents are not paid when due.

I  
I

II and each of their respective directors, officers, employees, agents, attorneys and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, liabilities and legal and other expenses which any Indemnified Person incurs in respect of investigating, defending or participating in any legal and other proceedings (commenced or threatened) related to or arising out of any of the Commitment Documents, or the proposed or actual use of the credit provided pursuant to the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT } (whether or not any Indemnified Person is a party to any such proceeding), other than any of the foregoing claimed by any Indemnified Person to the extent finally determined by a court of competent jurisdiction to have resulted directly and primarily from the gross negligence or willful misconduct of such Indemnified Person. I shall not be responsible or liable to you or any other person for consequential damages. Your obligations under this paragraph shall survive any termination of the Commitment Documents and shall be effective regardless of whether any definitive financing agreements are executed. The foregoing provisions of this paragraph shall be in addition to any rights that I or any other Indemnified Person may have at common law or otherwise.

You agree to reimburse I fees and expenses incurred in connection the preparation, execution and delivery of each of the Commitment Documents, and all activities related to or contemplated by such Commitment Documents, including but not limited to the conducting of due diligence and the preparation of documentation for the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT }, including the reasonable fees I whether or not definitive documentation for the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT } is executed or the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT } are provided.

I

FILE 8A

004544 ETT5460

Each of the Commitment Documents is delivered to you on the condition that each such Document be kept confidential and not shown to or discussed with any third party (other than on a confidential and need to know basis with your counsel, governing board, and financial advisors and except as required by applicable law or court order or subpoena) without I

I

I set forth in this letter will terminate at 5:00 p.m. on I unless you accept the Commitment Documents at or prior to that time by signing and returning to I counterparts of each of the Commitment Documents. I under the Commitment Documents, if accepted by you, will in any event terminate at 5:00 p.m. on I if the closing of the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT }, including satisfaction of all conditions precedent set forth in the Commitment Documents, has not occurred on or prior to such date.

Each of the Commitment Documents may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement, and none of the Commitment Documents may be assigned by you without the prior written consent of I and may not be amended or any provision of any Commitment Document waived or modified except by an instrument in writing signed by each of the parties to such Documents. Each of the Commitment Documents shall be governed by and construed in accordance with the laws of I

We look forward to working together to complete this transaction.

I

I

Accepted and Agreed  
this \_\_\_\_ day of I

I

FILE 83

TERM SHEET  
FOR  
{ DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT }

Parties

I

Definitions

Definitions in Commitment Letter:

Unless otherwise specified, all terms defined in the Commitment Letter to which this Term Sheet is attached have the same meaning in this Term Sheet as are specified in such Commitment Letter.

Closing Date:

Date all documentation required for the { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT } is executed and delivered and all conditions precedent in all such documents are satisfied

I

I

Documentation

General:

The { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT } will be subject to the negotiation, execution and delivery of a definitive credit agreement and all related documentation, all in form and substance acceptable to { DOCVARIABLE "CreditProviderApprovingDocumentation" \\* MERGEFORMAT }. Such documentation will contain provisions typical for a transaction of this type, as well as those required by { DOCVARIABLE "CreditProviderApprovingDocumentation" \\* MERGEFORMAT }, including but not limited to those set forth below.

Conditions Precedent:

Each of the following:

FILE 8C

Fees, Expenses and Compensation To the extent due, payment of all costs, fees (including but not limited to legal fees), expenses and other compensation payable pursuant to the Commitment Documents.

Representations and Warranties: I

Covenants:

Customary in transactions of this type and as required by { DOCVARIABLE "GeneralDefinition" \\* MERGEFORMAT }, including but not limited to each of the following:

Reporting Requirements. I

Affirmative Covenants. I

Negative Covenants. I

Financial Covenants. I

Events of Default:

I

Taxes:

All payments are to be made free and clear of all taxes (other than net income and franchise taxes), imposts, assessments, withholdings or any other deductions.

Indemnities:

{ DOCVARIABLE "CreditReceiversGeneral" \\* MERGEFORMAT } will provide indemnities customary for a transaction of this type.

Governing Law:

I

Jurisdiction:

{ DOCVARIABLE "CreditReceiversGeneral" \\* MERGEFORMAT } will submit to the non-exclusive jurisdiction and venue of the federal and state courts of I

Trust Terms:

{ DOCVARIABLE "CreditReceiversGeneral" \\* MERGEFORMAT }

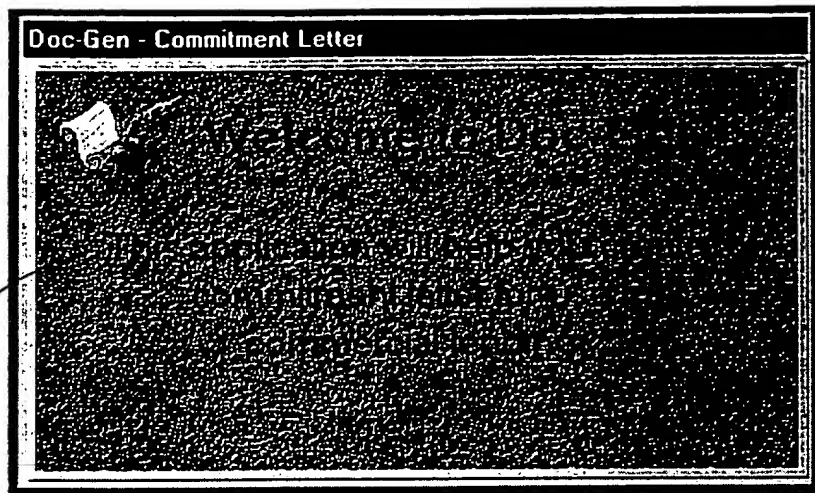
	by jury.
Counsel to I	I

I

I

003727 0459460

004544-121690



THIS APPLICATION WILL HELP  
YOU CREATE A COMMITMENT  
LETTER FOR USE IN  
COMMERCIAL LENDING

FIG 9

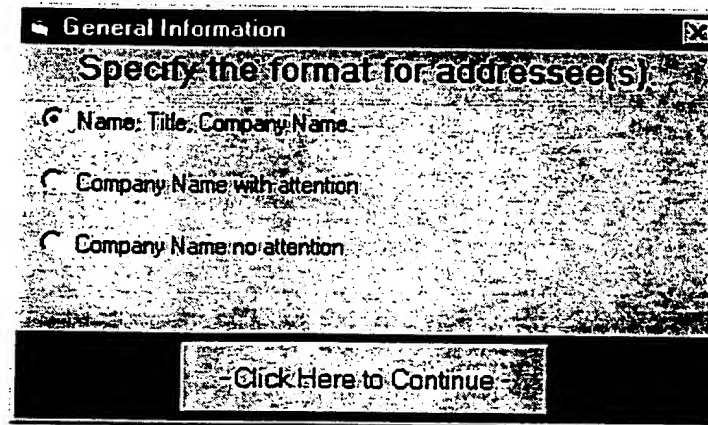


FIG 10



General Information

Do you want the commitment letter to be signed by the syndicate manager?

Yes No

F16.11

SPECIFY THE DATE BY WHICH THE  
COMMITMENT LETTER MUST BE

ACCEPTED  
BY

General Information

Click Here to Continue

F16.12

General Information

Specify the Credit Party approving additions to the syndicate

Bank

Click Here to Continue

F16.13

00465143-421699

0045443-424699

Please enter the names of each party

Party #1:

Party #2:

[Click Here to Continue](#)

F16 14

General Information

Specify names of parties whose counsel fees will be paid by the customer

Party #1:

Party #2:

Party #3:

[Click Here to Continue](#)

F16 16

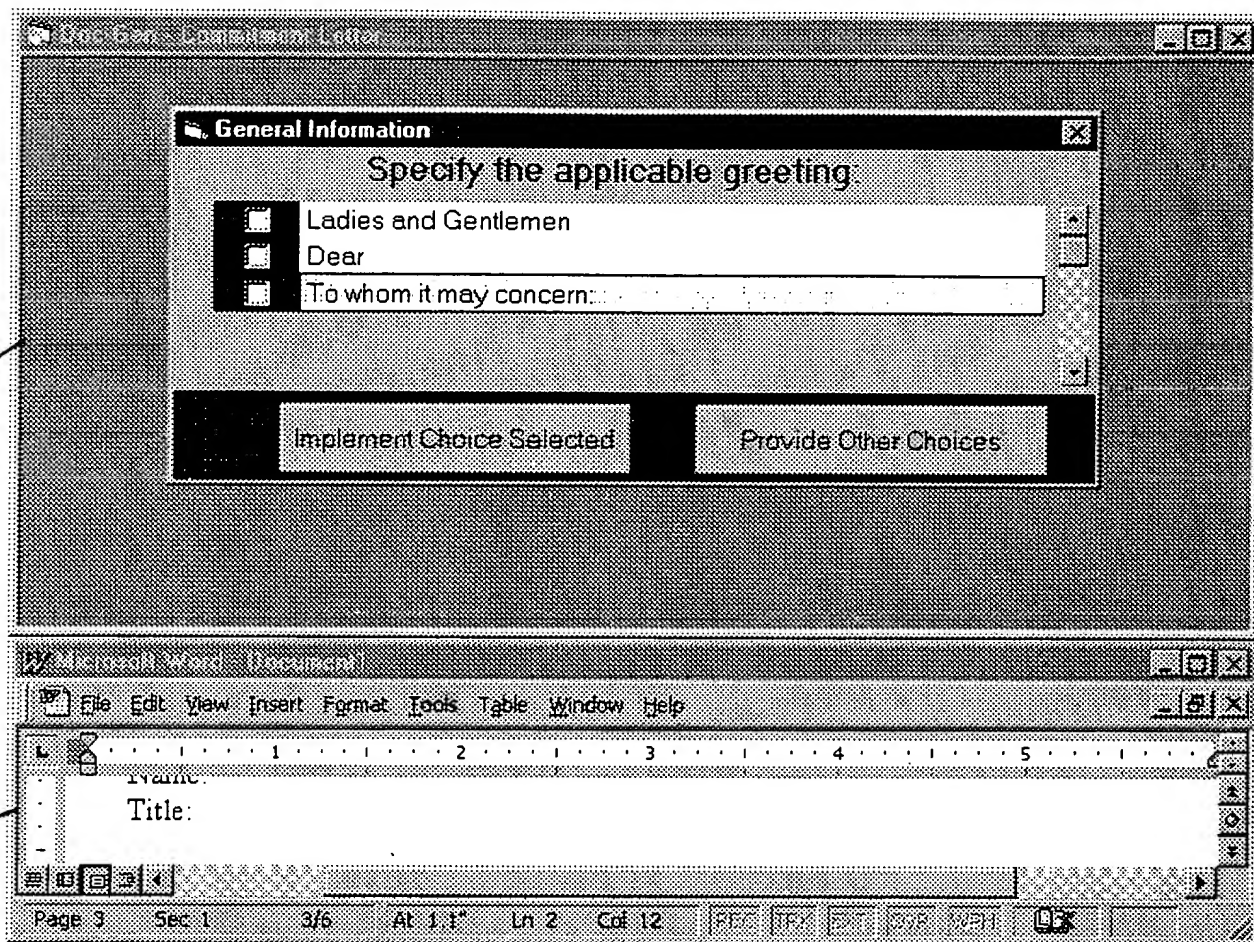


FIG 15

669121 "E4T5160

General Information

Specify date (month and year) to be inserted on the signature line for acceptance of the commitment letter.

January 2000

Click Here to Continue

FIG 17

General Information

Specify the number of parties that will have their expenses paid by the customer.

1

Click Here to Continue

FIG 18

SPECIFY THE DEAL SPECIFIC PROVISION

General Information

Specify the Deal Specific Provision

Click Here to Continue

FIG 19

**Address Information**

Please enter the following information for Addressee #1

Name:	Mr. John Doe
Title:	Managing Partner
Company Name:	LAW FIRM
Address:	LAW FIRM ADDRESS
City:	Garden City
State:	New York
Zip:	11530

[Click Here to Continue](#)

**Data Entry - Issuer(s) Information**

Please enter the following information for Issuer #1

Officer Name:	<input type="text" value="Bank Officer"/>
Title:	<input type="text" value="Vice President"/>
Name:	<input type="text" value="Bank Name"/>
Abbr. Name:	<input type="text" value="Abbr. Bank Name"/>

[- Click Here to Continue -](#)

F1621

004544-1169  
669221-ETHS460

Confirmation

**Are these answers correct?**

Specify the number of parties receiving credit facilities:  
**One**

Specify the name of the Credit Party:  
*Credit Party Name*

Specify the number of Credit Facilities:  
**More Than One**

Credit Facilities Selected:  
**Revolving Credit Facility (Loans and Letter of Credit)**  
**Term Loan on Closing Date**

☐ - YES - ☐ - NO -

F16 22

Revolving Credit Facility

**What elements are part of the Borrowing Base?**

☒ Accounts Receivable

☐ Inventory

☒ Equipment

F16 23

SPECIFY THE  
MAXIMUM AMOUNT

Revolving Credit Facility

000 000 00

Click Here to Continue

FIG 24

Revolving Credit Facility

Specify the periods

From: To:

January 5 January 13

January 13 April 24

Click Here to Continue

FIG 25

Table Maintenance

Please select the table you want to modify

City

Edit Table Done

FIG 32

00445443 " E T S 9 4 6 0

**Revolving Credit Facility**

**Specify the periods**

From:

To:

[- Click Here to Continue -](#)

F16 26

**Term Loan on Closing Date**

**In the order in which each payment is to be made on the Term Loan specify the amount of each such payment**

	Amount of Payments				
Payment - 1	<input type="text"/>	<input type="text"/>	<input type="text" value="2"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 2	<input type="text"/>	<input type="text"/>	<input type="text" value="2"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 3	<input type="text"/>	<input type="text"/>	<input type="text" value="4"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 4	<input type="text"/>	<input type="text"/>	<input type="text" value="5"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 5	<input type="text"/>	<input type="text"/>	<input type="text" value="4"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 6	<input type="text"/>	<input type="text"/>	<input type="text" value="5"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 7	<input type="text"/>	<input type="text"/>	<input type="text" value="2"/>	<input type="text" value="000"/>	<input type="text" value="00"/>
Payment - 8	<input type="text"/>	<input type="text"/>	<input type="text" value="1"/>	<input type="text" value="000"/>	<input type="text" value="00"/>

[- Click Here to Continue -](#)

F16 27



# Revolving Credit Facility

For Each Period Specified Below Specify the Start and the End of Each Period and the Amount Available Under the Revolving Credit Facility During Each Such Period:

Start of Period	End of Period	Amount Available (\$)
First Day Revolving Credit Facility Available	October 05, 1999	1,000,000.00
October 05, 1999	October 05, 1999	2,000,000.00
October 05, 1999	Last Day Revolving Credit Facility Available	3,000,000.00

- Click Here to Continue -

F1628

## Selection of Multiple Credit Facilities

Please Select the Appropriate Combination of Credit Facilities:

### Revolving Credit Facility

- ☒ Revolving Credit Facility (Loans Only)
- ☒ Revolving Credit Facility (Loans and Letters of Credit)

### Term Loan to Repay Revolving Credit Facility

#### Term Loans on Closing Date

- ☒ ONE Term Loan on Closing Date
- ☒ TWO Term Loans on Closing Date
- ☒ THREE Term Loans on Closing Date

☐ Standby Term Loans

☐ Letter of Credit Facility (Separate from Revolving Credit Facility)

- Click Here to Continue -

F1629

669727-ETHS460

**Modify Selection**

Term Standard #1

Change Selection for use in this transaction only

Return to Previous List

Change Selection Permanently

A

C

B

FIG 30

**Officer Table Maintenance**

Id: 0

State: 0

OfficerName: Bank Officer

Name: Bank Name

AbbrName: Abbr. Bank Name

Title: Vice President

Add Update Delete Refresh Close

Record: 1

FIG 31